



New Hampshire Veterans Home

139 Winter Street
Tilton, NH 03276

MAY 14 '15 PM 12:13 DJS

123^{CB}



Margaret D. LaBrecque
Commandant

Telephone: (603) 527-4400
Fax : (603) 527-4402

May 11, 2015

Her Excellency, Governor Margaret Wood Hassan
And the Honorable Council
State House
Concord, New Hampshire 03301

Sole Source

REQUESTED ACTION

Authorize the New Hampshire Veterans Home to enter into a **sole source** contract with Wescom Solutions, Inc, (VC#265098), 6975 Creditview Road, Unit 4, Mississauga, Ontario, L5N 8E9, not to exceed the amount of \$ 377,687 to provide Electronic Medical Record (EMR) software services to the Home's residents the effective date of Governor & Council approval through February 29, 2020. Funding Source 100% Capital Funds (65% Federal, 35% General).

Funds are available in account, 03-43-43-430030-86870000, New Hampshire Veterans Home, Capital Budget, as follows with the authority to adjust encumbrances in each of the State fiscal years through the Budget Office if needed and justified.

	<u>FY 2016</u>	<u>FY 2017</u>	<u>FY2018</u>	<u>FY2019</u>	<u>FY2020</u>
# 034-500099 Major IT Systems	\$97,789	\$77,977	\$67,307	\$67,307	\$67,307

EXPLANATION

This **sole source** contract approved by DoIT, provides for Electronic Medical Record (EMR) software services at the New Hampshire Veterans Home. The New Hampshire Veterans Home advertised for bids twice on the State of NH Purchase and Property web site as well as the New Hampshire Veterans Home web site for Software Services. Both attempts to obtain RFP's were unsuccessful as vendors were unable to meet the Home's needs cost effectively. Proposals would have required an additional \$2 million investment in untested systems which were under vendor development. By working with our current provider, Wescom Solutions, we were able to lower the cost significantly by simply upgrading our existing system by adding additional software modules & functionality rather than replacing the entire system. The new software system functionality will improve efficiency, reduce redundant data entry, and further reduce the possibility of medication errors while insuring compliance with federal VA regulations. The Home is currently successfully using other modules from this vendor and is pleased with their performance, and therefore feels comfortable awarding this contract. This project has been approved by the Department of Veterans Affairs and will fund 65% of the total capital appropriation.

This contract has been approved by the Attorney General's Office as to form, substance and execution. Your favorable action on this request would be appreciated.

Respectfully Submitted,

Margaret D LaBrecque

Margaret D. LaBrecque
Commandant



STATE OF NEW HAMPSHIRE
DEPARTMENT OF INFORMATION TECHNOLOGY

27 Hazen Dr., Concord, NH 03301
Fax: 603-271-1516 TDD Access: 1-800-735-2964
www.nh.gov/doit

Steven J. Kelleher
Acting Commissioner

March 19, 2015

Margaret D. LaBrecque
Commandant
New Hampshire Veterans Home
139 Winter Street
Tilton, NH 03276

Dear Commandant LaBrecque:

This letter represents formal notification that the Department of Information Technology (DoIT) has approved your request to enter into a contract with Wescom Solutions, Inc. (Wescom), as described below and referenced as DoIT No. 2015-090.

The purpose of this sole source contract is to provide an electronic medical record system for the New Hampshire Veterans Home. This software as a service system will improve efficiency, reduce redundant data entry, and reduce keying of sound alike/look alike medication errors. The new software will also help to bring the Veterans Home into compliance with federal requirements. The total contract value is \$377,687 and the contract completion date is February 29, 2020.

A copy of this letter should accompany the NH Veterans Home submission to the Governor and Executive Council for approval.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven J. Kelleher".

Steven J. Kelleher

SJK/dcp
NHVH 2015-090

cc: David Perry, Contracts Manager, DoIT Logistics

State of New Hampshire

Department of State

CERTIFICATE

I, William M. Gardner, Secretary of State of the State of New Hampshire, do hereby certify that Wescom Solutions Inc., a(n) Ontario corporation, is authorized to transact business in New Hampshire and qualified on October 27, 2014. I further certify that all fees required by the Secretary of State's office have been received.



In TESTIMONY WHEREOF, I hereto
set my hand and cause to be affixed
the Seal of the State of New Hampshire,
this 10th day of March, A.D. 2015

A handwritten signature in cursive script, appearing to read "Wm Gardner".

William M. Gardner
Secretary of State

**STATE OF NEW HAMPSHIRE
NEW HAMPSHIRE VETERAN'S HOME
ELECTRONIC MEDICAL RECORDS
CONTRACT 2015-090
AGREEMENT- PART 1**


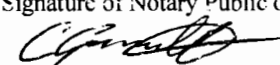
Subject: NHVV Electronic Medical Records

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. IDENTIFICATION.

1.1 State Agency Name New Hampshire Veteran's Home		1.2 State Agency Address 139 Winter Street, Tilton NH 03276	
1.3 Contractor Name Wescom Solutions, Inc.		1.4 Contractor Address 6975 Creditview Road, Unit 4, Mississauga, Ontario, L5N 8E9	
1.5 Contractor Phone Number 800-277-5889	1.6 Account Number 030-043-86870000-034	1.7 Completion Date February 29, 2020	1.8 Price Limitation \$377,687
1.9 Contracting Officer for State Agency Margaret LaBrecque		1.10 State Agency Telephone Number (603) 527-4844	
1.11 Contractor Signature 		1.12 Name and Title of Contractor Signatory Angelo Papatheodorou Senior Vice President of Sales – Sales:USA	
1.13 Acknowledgement: State of _____, County of _____ On _____, before the undersigned officer, personally appeared the person identified in block 1.12, or satisfactorily proven to be the person whose name is signed in block 1.11, and acknowledged that s/he executed this document in the capacity indicated in block 1.12.			
1.13.1 Signature of Notary Public or Justice of the Peace  [Seal]			
1.13.2 Name and Title of Notary or Justice of the Peace Colin Grosskurth, Legal Counsel			
1.14 State Agency Signature 		1.15 Name and Title of State Agency Signatory Margaret LaBrecque Commandant	
1.16 Approval by the N.H. Department of Administration, Division of Personnel (if applicable) By: _____ Director, On: _____			
1.17 Approval by the Attorney General (Form, Substance and Execution) By:  On: 4/15/15			
1.18 Approval by the Governor and Executive Council By: _____ On: _____			

2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("State"), engages contractor identified in block 1.3 ("Contractor") to perform, and the Contractor shall perform, the work or sale of goods, or both, identified and more particularly described in the attached EXHIBIT A which is incorporated herein by reference ("Services").

3. EFFECTIVE DATE/COMPLETION OF SERVICES.

3.1 Notwithstanding any provision of this Agreement to the contrary, and subject to the approval of the Governor and Executive Council of the State of New Hampshire, this Agreement, and all obligations of the parties hereunder, shall not become effective until the date the Governor and Executive Council approve this Agreement ("Effective Date").

3.2 If the Contractor commences the Services prior to the Effective Date, all Services performed by the Contractor prior to the Effective Date shall be performed at the sole risk of the Contractor, and in the event that this Agreement does not become effective, the State shall have no liability to the Contractor, including without limitation, any obligation to pay the Contractor for any costs incurred or Services performed. Contractor must complete all Services by the Completion Date specified in block 1.7.

4. CONDITIONAL NATURE OF AGREEMENT.

Notwithstanding any provision of this Agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of appropriated funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this Agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the Account identified in block 1.6 in the event funds in that Account are reduced or unavailable.

5. CONTRACT PRICE/PRICE LIMITATION/ PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in EXHIBIT B which is incorporated herein by reference.

5.2 The payment by the State of the contract price shall be the only and the complete reimbursement to the Contractor for all expenses, of whatever nature incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement

those liquidated amounts required or permitted by N.H. RSA 80:7 through RSA 80:7-c or any other provision of law.

5.4 Notwithstanding any provision in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made hereunder, exceed the Price Limitation set forth in block 1.8.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS/ EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to, civil rights and equal opportunity laws. In addition, the Contractor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap, sexual orientation, or national origin and will take affirmative action to prevent such discrimination.

6.3 If this Agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41 C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants, terms and conditions of this Agreement.

7. PERSONNEL.

7.1 The Contractor shall at its own expense provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 Unless otherwise authorized in writing, during the term of this Agreement, and for a period of six (6) months after the Completion Date in block 1.7, the Contractor shall not hire, and shall not permit any subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services to hire, any person who is a State employee or official, who is materially involved in the procurement, administration or performance of this Agreement. This provision shall survive termination of this Agreement.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final for the State.

8. EVENT OF DEFAULT/REMEDIES.

8.1 Any one or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Event of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule;

8.1.2 failure to submit any report required hereunder; and/or

8.1.3 failure to perform any other covenant, term or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this Agreement, effective two (2) days after giving the Contractor notice of termination;

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid to the Contractor;

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and/or

8.2.4 treat the Agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA/ACCESS/CONFIDENTIALITY/PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 All data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by N.H. RSA chapter 91-A or other existing law. Disclosure of data requires prior written approval of the State.

10. TERMINATION. In the event of an early termination of this Agreement for any reason other than the completion of the Services, the Contractor shall deliver to the Contracting Officer, not later than fifteen (15) days after the date of

termination, a report ("Termination Report") describing in detail all Services performed, and the contract price earned, to and including the date of termination. The form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in the attached EXHIBIT A.

11. CONTRACTOR'S RELATION TO THE STATE. In the performance of this Agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, workers' compensation or other emoluments provided by the State to its employees.

12. ASSIGNMENT/DELEGATION/SUBCONTRACTS. The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the N.H. Department of Administrative Services. None of the Services shall be subcontracted by the Contractor without the prior written consent of the State.

13. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant in paragraph 13 shall survive the termination of this Agreement.

14. INSURANCE.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per occurrence; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 herein, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 herein shall be on policy forms and endorsements approved for use in the State of New Hampshire by the N.H. Department of Insurance, and issued by insurers licensed in the State of New Hampshire.

14.3 The Contractor shall furnish to the Contracting Officer identified in block 1.9, or his or her successor, a certificate(s) of insurance for all insurance required under this Agreement. Contractor shall also furnish to the Contracting Officer

identified in block 1.9, or his or her successor, certificate(s) of insurance for all renewal(s) of insurance required under this Agreement no later than fifteen (15) days prior to the expiration date of each of the insurance policies. The certificate(s) of insurance and any renewals thereof shall be attached and are incorporated herein by reference. Each certificate(s) of insurance shall contain a clause requiring the insurer to endeavor to provide the Contracting Officer identified in block 1.9, or his or her successor, no less than ten (10) days prior written notice of cancellation or modification of the policy.

15. WORKERS' COMPENSATION.

15.1 By signing this agreement, the Contractor agrees, certifies and warrants that the Contractor is in compliance with or exempt from, the requirements of N.H. RSA chapter 281-A ("*Workers' Compensation*").

15.2 To the extent the Contractor is subject to the requirements of N.H. RSA chapter 281-A, Contractor shall maintain, and require any subcontractor or assignee to secure and maintain, payment of Workers' Compensation in connection with activities which the person proposes to undertake pursuant to this Agreement. Contractor shall furnish the Contracting Officer identified in block 1.9, or his or her successor, proof of Workers' Compensation in the manner described in N.H. RSA chapter 281-A and any applicable renewal(s) thereof, which shall be attached and are incorporated herein by reference. The State shall not be responsible for payment of any Workers' Compensation premiums or for any other claim or benefit for Contractor, or any subcontractor or employee of Contractor, which might arise under applicable State of New Hampshire Workers' Compensation laws in connection with the performance of the Services under this Agreement.

16. WAIVER OF BREACH. No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that Event of Default, or any subsequent Event of Default. No express failure to enforce any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other Event of Default on the part of the Contractor.

17. NOTICE. Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, herein.

18. AMENDMENT. This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Executive Council of the State of New Hampshire.

19. CONSTRUCTION OF AGREEMENT AND TERMS. This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns. The wording used in this Agreement is the wording chosen by the parties to express their mutual intent, and no rule of construction shall be applied against or in favor of any party.

20. THIRD PARTIES. The parties hereto do not intend to benefit any third parties and this Agreement shall not be construed to confer any such benefit.

21. HEADINGS. The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

22. SPECIAL PROVISIONS. Additional provisions set forth in the attached EXHIBIT C are incorporated herein by reference.

23. SEVERABILITY. In the event any of the provisions of this Agreement are held by a court of competent jurisdiction to be contrary to any state or federal law, the remaining provisions of this Agreement will remain in full force and effect.

24. ENTIRE AGREEMENT. This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior Agreements and understandings relating hereto.



BFL CANADA Risk and Insurance Services Inc.
181 University Ave, Suite 1700
Toronto ON M5H 3M7
Tel: 416-599-5530
Toll Free: 1-800-668-5901
Fax: 416-599-5458

Certificate of Insurance **Certificate No: 2015-00001**

This is to certify to: **To Whom It May Concern**
that the following described policy(ies) or cover note(s) in force at this date have been affected to cover as shown below:
Named Insured: **PointClickCare Corp (formerly Wescom, Inc.), Wescom Solutions Inc., PointClickCare International Corporation, Wescom Solutions, Corp., RH Positive, Inc., Wescom Healthcare Solutions Corp., Accu-Med Services, LLC, Accu-Med Services of Washington, LLC, Meal Metrics, Inc.**
Address: **6975 Creditview Road, #4, Mississauga, ON L5N 8E9**
Description of operations and/or activities and/or locations to which this certificate applies:
All operations usual to the business of the Named Insured

Type	Insurer / Policy No.	Term	Limits
Commercial General Liability Each Occurrence Products/Completed Operations Aggregate General Aggregate Employee Benefits Liability Tenant's Legal Liability Non-Owned Automobile Legal Liability for Damage to Hired Autos Deductible : Each Occurrence	Axis Reinsurance Company Policy No: CTC/757861/01/2015	Feb 04, 2015 to Feb 04, 2016	\$ 5,000,000 \$ 5,000,000 \$ 5,000,000 \$ 5,000,000 \$ 4,000,000 \$ 5,000,000 \$ 50,000 \$ 1,000
Umbrella Liability Each Occurrence Products/Completed Operations Aggregate General Aggregate	Axis Reinsurance Company Policy No: CTC/769742/01/2015	Feb 04, 2015 to Feb 04, 2016	\$ 1,000,000 \$ 1,000,000 \$ 1,000,000
Errors And Omissions Each Wrongful Act Total Limit of Insurance Self Insured Retention: Each Wrongful Act	Axis Reinsurance Company Policy No: CTN/757860/01/2015	Feb 04, 2015 to Feb 04, 2016	\$ 5,000,000 \$ 5,000,000 \$ 100,000
Commercial Property Policy Limit of Liability Deductible	Allianz Global Risks US Insurance Company Policy No: PML7226822	Feb 04, 2015 to Feb 04, 2016	\$ 7,522,625 \$ 5,000
Directors and Officers Overall Policy Limit: Directors & Officers Liability, Employment Practices Liability and Fiduciary Liability Deductible For Each Claim Except: EPL Coverage: Claim Made in the U.S. Deductible	Chubb Insurance Company of Canada Policy No: 8242-2070	Feb 04, 2015 to Feb 04, 2016	\$ 10,000,000 \$ 10,000 \$ 50,000

Additional Information

This certificate is issued as a matter of information only and is subject to all the limitations, exclusions and conditions of the above-listed policies as they now exist or may hereafter be endorsed.

Should one of the above-noted policies be cancelled before the expiry date shown, notice of cancellation will be delivered in accordance with the policy provisions.

Limits shown above may be reduced by Claims or Expenses paid.

BFL CANADA Risk and Insurance Services Inc.



BFL CANADA Risk and Insurance Services Inc.
181 University Ave, Suite 1700
Toronto ON M5H 3M7
Tel: 416-599-5530
Toll Free: 1-800-668-5901
Fax: 416-599-5458

Signed in Toronto this February 06, 2015



Authorized Representative

Amada De Luna

CERTIFICATE OF AN OFFICER

OF

**WESCOM SOLUTIONS INC.
(the "Corporation")**

TO: NH VETERANS HOME (the "Client")

RE: **AUTHORIZED SIGNATORY**

The undersigned, Richard Guttman, being the duly elected, qualified and acting Secretary of the Corporation, hereby certifies for and on behalf of the Corporation and not in his personal capacity and without personal liability that Angelo Papatheodorou, Senior Vice President, Sales, of the Corporation, is duly authorized to execute documents on behalf of the Corporation.

DATED: April 7, 2015.

By: 
Name: Richard Guttman
Title: Secretary

POINTCLICKCARE SERVICE AGREEMENT (US) (v2014.1.1)

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You represent, where You are entering into this Agreement on behalf of a company or other legal entity, that you have the authority to bind that entity and its affiliates to these Terms of Use, including all schedules, exhibits and addendums annexed hereto or incorporated herein (collectively referred to as Your "PointClickCare Service Agreement" or "Agreement"), and in such case the terms "You" or "Your" shall refer to such entity and its affiliates. If you do not have such authority, or if you do not agree with the terms herein, you must not accept an Order Form and You shall not use the Services.

This PointClickCare Service Agreement shall be binding on You and Us upon execution of Your Quote/Order Form ("Effective Date"); at which time, all terms in such Order Form and Your PointClickCare Service Agreement shall immediately be binding on You and Us.

Terms of Use

1. Services.

1.1 Provision of Services. Upon Your agreement to pay the fees shown in the relevant Order Form, We grant You a limited, non-exclusive right to access and use Our Services, on the terms and conditions set forth herein for the duration of the subscription term set forth in the relevant Order Form. You agree that Your purchases hereunder are neither contingent upon the delivery of any future functionality or features nor dependent on any oral or written public comments made by Us regarding any future functionality or features.

1.2 Subscription. Subscriptions are purchased month to month or such longer term as specified in the Order Form and for the number of beds or units specified in Your Order Form ("Resident Capacity"), a stored in Our Database and on Your behalf. Non-Active Patient Records for pre-admitted or post-discharged residents may be maintained at Our Data Center at no additional charge, but are excluded from the calculation of Your subscription charge.

2. Use of the Services.

2.1 Our General Responsibilities.

2.1.1. General Responsibilities. We shall: (i) provide Help Desk Support for the Services provided to You, (ii) use commercially reasonable efforts to make the online portion of the Services available 24 hours a day, 7 days a week and 365 days a year, except for: (a) scheduled downtime maintenance periods as stipulated in this Agreement's Downtime Maintenance Periods provisions herein or (b) any unavailability caused beyond Our reasonable control, including without limitation, acts of God, war, riots, labor disputes, government lockdown, internet service provider failures or delays or denial of service attacks or similar problems that are not within our reasonable control; and (iii) provide the Services in accordance with applicable laws and government regulations.

2.1.2. No Responsibility. We shall not: (i) be responsible for any compromise, loss, delay, alteration or interception of Your Data during the transmission of any data across computer networks or telecommunication facilities (including but not limited to the internet) that are not owned or operated by Us, or (ii) assume responsibility for the reliability or performance of any connections, computer networks or telecommunications facilities (including but not limited to the internet) that are not owned or operated by Us.

2.1.3. Downtime Maintenance Periods. We periodically add, repair, and upgrade the Data Center network, hardware and the Applications and shall use Our best efforts to accomplish this without affecting Your access to the Applications; however, repairs of an emergency or critical nature may result in the Services not being available for Your usage during the course of such repairs. In addition, We have established periodic system maintenance windows on Tuesday and Friday mornings between the hours of 2AM and 5AM (EST). During this time, We reserve the right to take down the server(s) at the Data Center hosting Your Data and Patient Record Data in order to conduct routine maintenance to both software and hardware. We shall advise You 24 hours in advance via email or via the Services prior to any scheduled downtime. We reserve the right to change Our maintenance window upon prior notice to You provided the maintenance occurs between the hours of 2AM and 5AM (EST).

2.1.4. Our Protection of Your Patient Record Data. We shall (i) maintain appropriate administrative, physical, and technical safeguards for the protection of the security, confidentiality and integrity of Your Patient Record Data within Our Data Center, and (ii) ensure any third party audits obtained by Wescom, indicate that protection and security of Your Patient Record Data meets established industry standards for use of services comparable to the Service. You allow us to access and copy Your Patient Record Data provided that the portions of Your Patient Record Data to be copied by Us does not include patient identification information, and further provided that we do not provide Your Patient Record Data to any third party in any format that would enable such third party to identify your facility (individually or collectively) as the basis for the information reported. Subject to such restriction, we may use or provide to third parties de-identified information that is based on Your Patient Record Data.

You agree We may use and further disclose Protected Health Information to provide You data aggregation services in accordance with 45 C.F.R. § 164.504(e)(2)(i)(B) of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and any amendments or implementing regulations (collectively, "HIPAA"). You agree that We may also de-identify Your Patient Record Data in accordance with de-identifications standards set forth in 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c) of HIPAA. A copy of Our HIPAA Business Associate Addendum, as incorporated into this Agreement, is attached herein as an Addendum.

2.1.5. Database and Applications Accessibility. The Data Center shall operate 24 hours a day, 7 days a week and 365 days per year, subject to scheduled maintenance or other downtime as described in this Agreement. You shall, subject to obtaining access to the internet, acquire access to the Database and acquire the ability to perform data processing with each Application, in accordance with the design of each Application, during not less than 99.6% of hours for each calendar year, excluding scheduled maintenance periods and the downtime periods as set out in this Agreement ("Uptime"). The downtime of a singular Application that has been affected by a bug or other virus that is not reasonably considered to be critical to patient care may, at Our sole discretion, be excluded from Our promised Uptime. Should We fall below Our stated Uptime, You have option to (i) send Us notice of termination, in accordance with Termination provisions herein, or (ii) send Us written notice of breach and grant Us a minimum of 30 days to cure said breach. If We fail to provide You a reasonable cure or workaround that is acceptable to You within Your stated cure period, You have the right to immediately terminate this Agreement.

2.1.6. Database Back-up. Storage media shall be used at the Data Center for daily back-up of Your Data and Patient Record Data for Disaster Recovery purposes.

2.2 Your General Responsibilities.

2.2.1. Compliance and Use. You shall (i) be solely responsible for Your Users' compliance with this Agreement, (ii) be solely responsible to maintain appropriate administrative, physical, and technical safeguards for protection of the security, confidentiality and integrity of Your Data stored by You, (iii) be solely responsible for the accuracy, quality and legality of Your Data and of the means by which you acquire Your Data, (iv) securely manage Users' identities and password combinations for access to the Services, (v) use commercially reasonable efforts to prevent password theft or loss or unauthorized access to or use of the Services, (vi) notify Us promptly of any such password theft or loss or unauthorized access or use, (vii) use the Services only in accordance with any documentation We may provide You and applicable local, state, provincial, federal and/or international laws and government regulations, (viii) accept all updates to the Services including all tools, utilities, improvements, or general updates to improve and enhance the features and performance of the Services, and (ix) be responsible for procuring and maintaining the network connections that connect Users and the network to the online portions of the Service including Secure Socket Layer (SSL) protocol or other protocols accepted by Us and to follow logon procedures or services that support such protocols.

2.2.2. No Delegation of Rights and Other Prohibited Actions. You shall not (i) make the Services available to anyone other than Users, (ii) sell, resell, lease, timeshare or transfer the Services, (iii) use the Services to upload, post, distribute, link to, publish, reproduce, engage in or transmit any of the following: (a) malicious code, illegal, fraudulent, libelous, defamatory, obscene, pornographic, profane, threatening, abusive, hateful or harassing, offensive, inappropriate or objectionable information or communications or any kind, including, without limitation, conduct that would encourage or constitute an attack or "flaming" others or criminal or civil liability under any local, state, provincial, federal or foreign law, (b) content or data that would falsely represent your identity or qualifications or that constitutes a breach of any individual's privacy, (c) advertise, solicit or make any other unsolicited communications and (d) disseminate any information, software or content which is not legally yours and may be protected by copyright or other proprietary rights or derivative works without permission from the copyright owner or intellectual property rights owner, (e) interfere with or disrupt the integrity or performance of the Services or third-party data contained therein, or (f) attempt to gain unauthorized access to the Services or their related systems or networks.

2.2.3. Implementation. You shall make all reasonable efforts to fulfill Your obligations during implementation, as may be reasonably communicated by Us to You from time to time, to ensure a timely and efficient rollout of Our Services. You agree to incur the full cost of any cancelled "one on one" training session without 24 hours notice of such cancellation and to reimburse Our trainers for any reasonable travel expenses incurred.

2.2.4. No Access Conditions. You may not access the Services if You are Our direct competitor or an agent or consultant otherwise acting on behalf of Our direct competitor(s), except with Our prior written consent. In addition, you may not access the Services for the purpose of monitoring availability, performance or functionality, or for any other benchmarking or competitive purpose.

2.2.5. Usage Limitations. Services may be subject to limitations, such as, limits on disk storage space and access restrictions within specific geographic regions. A connection session is the continuous block of time from the time you log into the Services until the moment you disconnect. In the event that the connection is idle for 15 minutes (or such other period of time as we deem commercially reasonable), we will automatically disconnect the connection. If disconnected, you are free to re-connect immediately to establish a new session.

2.2.6. Data Import Services. Except as expressly provided by this Agreement or an exhibit hereto, You shall be responsible for entering all Your Data, including data from a different software system. You may elect to purchase any data import service(s) from Us for designated data sets, subject to Our then current pricing.

3. Fees and Payment for Purchased Services.

3.1.0 Charges. You shall pay all fees specified in Your Order Form(s). Except as otherwise specified in Your Order Form(s); (i) subscription charges are based on the software applications, software application packages and/or selected Service level (i.e. Basic, Standard or Premium) purchased and Your Resident Capacity; (ii) professional service fees are based on the software applications and/or Service level purchased and Your particular training and implementation needs, as further detailed in Your statement of work provided by Your PointClickCare Project Manager; (iii) an Orientation Fee shall be due immediately upon execution of Your Order Form for all Standard or Premium Services sold to You; (iv) payment obligations are non-cancelable and all amounts paid are non-refundable, with exception of a refund of pre-paid fees for Services not yet rendered upon termination of this Agreement for any reason; (v) Your termination of Your PointClickCare Service Agreement with Us for the provision of Standard or Premium Services only or Your downgrade to Basic Service within the first 5 years of Your subscription is subject to a service fee equivalent to $[(\$7000) \times (60 \text{ months} - \# \text{ of months subscribed})/60]$ per facility; and (vi) the number of software or professional services purchased cannot be increased or decreased during the relevant subscription month, unless otherwise agreed upon by You and Us in writing; therefore any adjustment to Your Services will be reflected in the following subscription month, provided You send written notice to Us at 'accountservices@pointclickcare.com' at least 15 days in advance of the end of Your current subscription month. Subscription charges are based on monthly periods that become due upon the Start Date of Your subscription to the Services or any individually sold and/or separately priced Applications purchased by You.

3.1.1 Modifications to Bed or Unit Count. It is Your responsibility to notify Us at 'accountservices@pointclickcare.com' of any modifications to Your Resident Capacity by 5% or more. Any increase or decrease to Resident Capacity by 5% or more is subject to an adjustment of Your fees. We, or a third party acting on Our behalf, reserve the right to audit Your books and records, as are relevant to the calculation of Your subscription charge or other fees due for the Services. If Our audit reveals a modification of Your Resident Capacity by more than 5% of that reported for the corresponding subscription term, You agree to pay any arrears that may be due to Us, to accept adjusted pricing based on Your corrected Resident Capacity and to pay all costs related to Our audit revealing an under-reported Resident Capacity. You agree to fully co-operate with Us and to provide Us with access to all information reasonable necessary for Us to verify your Resident Capacity for purposes of calculating the correct Resident Capacity charged to You. Any requested reduction of beds or units numbering less than 5% of the total number of beds at Your facility shall incur a \$250.00 administration fee.

3.2 Invoicing and payment.

3.2.1 Charges and Late Payment Fees . You are responsible for paying all charges set forth in Your invoice on time. All invoices to You shall be dated the first of a month. All charges to You shall be payable in full within 30 days from the date of invoice, unless stated otherwise. If You fail to make payment of any amount owing under this Agreement when due, We reserve the right to charge interest on any overdue amounts at 1.5% per month or 18% per year.

3.2.2. Suspension of Service and Acceleration. If You are consistently in default or You remain in default 15 days following date of notice from Us, We reserve the right to withhold Help Desk Support services. If Your non-payment exceeds 90 days, under any circumstances, upon no less than 10 calendar days notice to you, We reserve the right to terminate or suspend Your access rights to the Services. During the period of suspension, any attempt to access the Services by You will be blocked. An account that has been suspended for non-payment may not be re-activated until the balance due on the account has been paid in full, or sufficient arrangements for payment acceptable to Us have been made. Re-activation of suspended access rights to the Services requires, in addition to charges otherwise payable, a \$250.00 re-activation fee. Service fees shall continue to accrue during any period of suspension. These events shall not affect Your continued obligation to make payment(s).

3.2.3. Payment Disputes. We shall not exercise Our rights to charge late payment fees or suspend access to the Services, if You are disputing the applicable charges reasonably and in good faith and cooperating diligently to resolve the dispute, but only to the extent of the charges you are disputing. Any other undisputed charges must continue to be paid in accordance with the terms set forth herein. You agree and acknowledge that Your right to dispute any charge(s) expires 90 days from the date of invoice. Upon expiration of Your right to dispute, We shall deem the charge(s) as undisputed and in default. Late payment fees remain applicable.

3.2.4. Taxes. You shall be responsible for payment of all taxes associated with this Agreement including, but not limited to, personal property taxes, sales taxes, use taxes, import taxes, taxes on telecommunication services, information services, data processing services or similar governmental charges that may be assessed by any jurisdiction, whether based on gross revenue or delivery of products or services.

4. Term and Termination.

4.1 Term of the Agreement. This Agreement commences upon date of execution of the Order Form until all subscriptions granted in accordance with this Agreement have expired or until such time as a Party provides the other Party with written request of change or written notice of termination. Upon expiration or termination of this Agreement for any reason, You shall be entitled to a return of any prepaid fees for Services not yet rendered.

4.2 Term of Purchased Subscriptions. Subscriptions purchased by You commence on the Start Date and continue for successive 30 days terms, unless otherwise stated in Your Order Form. Services shall automatically renew for additional periods equal to the expiring Services term, unless either Party gives the other Party written notice of non-renewal or termination sufficiently in advance (i.e. for You, 30 days and for Us, 90 days) of the end of the relevant Services term, or unless otherwise stated in an Addendum to this Agreement or in Your Order Form. The pricing during any such renewal term shall be the same as that during the prior term, unless We have given You 90 days' advance written notice of a price increase, in which case such price increase shall be effective upon expiration of such 90 days, unless otherwise agreed upon by You and Us in writing.

4.3 Termination for Cause. We or You may terminate this Agreement for cause (i) upon 30 days advanced written notice to the other Party of a material breach, if such breach remains uncured at the expiration of such notice period, or (ii) if the other Party becomes the subject of a petition in bankruptcy or any other proceeding relating to insolvency, receivership, liquidation or assignment for the benefit of creditors. In the event that You terminate for cause, You shall be entitled to a return of any prepaid fees for Services and/or professional services not yet rendered.

4.4 Termination for Convenience by You. You shall be entitled to terminate this Agreement and Our provision of the Services to You upon 30 days advance written notice prior to the end of Your subscription term to 'accounts@pointclickcare.com' with Wescom's receipt of Notice to be effective or, if receipt of Notice is disputed, Your evidence of transmission to be effective, after which all Services previously provided to you shall terminate. You shall be entitled to a return of any prepaid fees for professional services not yet rendered.

4.5 Termination for Convenience by Us. We shall be entitled to terminate this Agreement and Our provision of the Services to You upon 90 days advance written notice to You, using the mailing address and billing contact information You provided in Your Order Form, after which period the Services previously provided to you shall terminate and We shall not have any liability for the cessation of such Services or your discontinued use of the Services. You shall be entitled to a return of any prepaid fees for Services and/or professional services not yet rendered.

4.6 Return of Your Data on Termination. Upon request by You made within 30 days after the effective date of termination by either party of Your subscription, We will make available to You for download a file of Your Patient Record Data in comma separated value (.csv) format along with attachments in their native format. Upon expiration of such 30-day period, We have no obligation to maintain or provide You any of Your Data and shall thereafter, unless legally prohibited, delete all of Your Data in Our systems or otherwise in Our possession or under Our control.

4.7 Surviving provisions of Our Terms of Use. Section 3 (Fees and Payment for Purchased Services), Section 4.4 (Return of Your Data) and Section 5 (Proprietary Rights) shall survive the termination of this Agreement.

5. Proprietary Rights

5.1 Reservation of Rights in Services. Subject to the limited rights granted hereunder, We reserve all rights, title and interest in and to the Services, including all related intellectual property rights. No rights are granted to You hereunder, other than as expressly set forth herein.

5.2 Restrictions. You shall not (i) permit any third party to access the Services except as authorized herein, (ii) copy, duplicate, reproduce, frame or mirror any part of content of the Services, other than copying or framing on Your own intranets or otherwise for Your own internal business purposes, (iii) de-construct or reverse engineer the Services, (iv) access the Services in order to (a) build a competitive product or service, or (b) copy any features, functions or graphics of the Services, or (v) attempt to use the Services, other than as specifically provided in any agreements between You and Us, in any other manner which would be detrimental to Our proprietary rights in the Services.

5.3 Your Data and Patient Record Data. Subject to the limited rights granted by You hereunder, We acquire no right, title or interest from You or Your licensors under this Agreement in or to Your Data, including any intellectual property rights therein. We will only retain Your Patient Record Data as long as is necessary to fulfill the Services and/or comply with any applicable privacy or other laws which may require our temporary retention of Your Patient Record Data beyond the provision of Services to You.

5.4 Physical Location of the Services and Your Patient Record Data. Unless otherwise specified, We shall supply the online portion of the Services from a data center physically located in the United States and Your Patient Record Data is hosted from a data center in the United States. We will not provide services accessing Your Patient Record Data across national boundaries without your consent, except in the event of disaster to Our Data Center in the United States.. In such event, We shall continue to comply with all applicable American privacy laws in Our efforts to protect the privacy and integrity of Your Data. Notwithstanding the physical location of Your Patient Record Data and the Services, Your Patient Record Data is made accessible to you via the internet and You are required to take appropriate safety measures with respect to Your use of the internet.

5.5 Suggestions. We shall have a royalty-free, worldwide, irrevocable, perpetual license to use and incorporate into the Services any suggestions, enhancement requests, recommendations or other feedback provided by You, including Users, relating to the operation of the Services.

Schedule 1: Legal Terms

The terms in this schedule shall be deemed incorporated in the PointClickCare Service Agreement between the You and Us arising on the acceptance of an Order Form between Us You.

1. Confidentiality.

- 1.1. Definition of Confidential Information. As used herein, "Confidential Information" means all confidential information disclosed by a party ("Disclosing Party") to the other party ("Receiving Party"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. Your Confidential Information shall include Your Data; Our Confidential Information shall include the Services; and Confidential Information of each party shall include the terms and conditions of this Agreement and all Order Forms, as well as business and marketing plans, technology and technical information, product plans and designs, and business processes disclosed by such party. However, Confidential Information (other than Your Data) shall not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party, (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 1.2. Protection of Confidential Information. The Receiving Party shall use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) (i) not to use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) except as otherwise authorized by the Disclosing Party in writing, to limit access to Confidential Information of the Disclosing Party to those of its and its Affiliates' employees, contractors and agents who need such access for purposes consistent with this Agreement and who have signed confidentiality agreements with the Receiving Party containing protections no less stringent than those herein. Neither party shall disclose the terms of this Agreement or any Order Form to any third party other than its Affiliates and their legal counsel and accountants without the other party's prior written consent.
- 1.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to such Confidential Information.

2. Warranties and Disclaimers.

- 2.1. Warranty of Functionality. We warrant, subject to any other limiting or modifying terms in this Agreement, that (i) We have validly entered into this Agreement and have the legal power to do so, (ii) the Services shall perform in accordance with any documentation We may provide You, (iii) the Services and the Applications do not infringe or misappropriate the intellectual rights of any third party (iv) We are the owner of the Services and Applications and have procured the appropriate licenses so that You have the right to use Third Party Software, (v) to Our knowledge, there is no claim or proceeding, pending or threatened, alleging that any of Our software or equipment infringes or misappropriates the intellectual property rights of any third party, (vi) there is no outstanding litigation, arbitrated matter or other dispute to which We are a party which, if decided unfavorably to Us, would reasonably be expected to have a material adverse effect on either Party's ability to fulfill its obligations under this Agreement, (vii) We will not cause and will use reasonable efforts to not permit

any viruses or similar items to be coded or introduced into Our or Your operating systems, and (viii) the functionality of the Services will not be materially decreased during a subscription term. Your sole and exclusive remedy for Our breach of this warranty shall be that We are required to use commercially reasonable efforts to modify the Services to achieve, in all material respects, the functionality described in any documentation We may provide You and if We are unable to restore such functionality, You shall be entitled to terminate the Agreement as provided for herein. We shall have no obligation with respect to a warranty claim unless notified of such a claim within 60 days of the first instance of any material functionality problem.

2.2. Your Warranties. You warrant that: (i) You have validly entered into this Agreement and have the legal power to do so, and (ii) the execution, delivery and performance of this Agreement by You has been duly authorized by You and will not conflict with, result in a breach of or constitute a default under any other agreement to which You are a party or by which You are bound

2.3. Disclaimer of Warranties. EXCEPT AS DESCRIBED IN THIS AGREEMENT, THE SERVICES ARE PROVIDED "AS IS." TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR AFFILIATES, AND OUR THIRD PARTY SERVICE OR DATA PROVIDERS, LICENSORS, DISTRIBUTORS OR SUPPLIERS (COLLECTIVELY REFERRED TO AS, "SUPPLIERS") DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY THAT THE SERVICES ARE FIT FOR A PARTICULAR PURPOSE, TITLE, MERCHANTABILITY, DATA LOSS, NON-INTERFERENCE WITH OR NON-INFRINGEMENT OF ANY INTELLECTUAL PROPERTY RIGHTS, OR THE ACCURACY, RELIABILITY, QUALITY OR CONTENT IN OR LINKED TO THE SERVICES. WE AND OUR AFFILIATES AND SUPPLIERS WARRANT THAT THE SERVICES ARE DULY PROTECTED WITH 'UP TO DATE' AND COMMERCIALY REASONABLE ANTI-VIRUS AND ANTI-INTRUSION SECURITY SOFTWARE TO PREVENT BUGS, VIRUSES, INTERRUPTION, ERRORS, THEFT OR DESTRUCTION FROM CORRUPTING OR DISRUPTING THE SERVICES. WE DO NOT WARRANT ACCESS TO THE INTERNET OR TO ANY OTHER SERVICE, CONTENT OR DATA TRANSMITTED THROUGH THE SERVICES. IF THE EXCLUSIONS FOR IMPLIED WARRANTIES DO NOT APPLY TO YOU, ANY IMPLIED WARRANTIES ARE LIMITED TO THE EARLIER OF 90 DAYS FROM THE DATE OF PURCHASE OR DELIVERY OF THE SERVICES.

WE AND OUR AFFILIATES, LICENSORS AND SUPPLIERS DISCLAIM ANY REPRESENTATIONS OR WARRANTIES THAT YOUR USE OF THE SERVICES WILL SATISFY OR ENSURE COMPLIANCE WITH ANY LEGAL OBLIGATIONS OR LAWS OR REGULATIONS. THIS DISCLAIMER APPLIES TO BUT IS NOT LIMITED TO (I) HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996, AND ANY AMENDMENTS OR IMPLEMENTING REGULATIONS ("HIPAA", INCLUSIVE OF THE PRIVACY, SECURITY, BREACH NOTIFICATION, AND ENFORCEMENT RULES AT 45 C.F.R. PART 160 AND 164), AND THE HEALTH INFORMATION TECHNOLOGY FOR ECONOMIC AND CLINICAL HEALTH ACT (TITLE XIII OF THE AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009), AND ANY AMENDMENTS OR IMPLEMENTING REGULATIONS ("HITECH"), (II) THE GRAMM-LEACH-BULEY ACT OF 1999, (III) THE SARBANES-OXLEY ACT OF 2002, OR (IV) OTHER FEDERAL, PROVINCIAL OR STATE STATUTES OR REGULATIONS. YOU ARE SOLELY RESPONSIBLE FOR ENSURING THAT YOUR USE OF THE SOFTWARE IS IN ACCORDANCE WITH APPLICABLE LAW.

2.4. Your Compliance. You agree that You shall be solely responsible for ensuring compliance at all times with all state laws and rules and regulations relating to use of the Services and Your provision of health-care and medical services to Your patients. You agree that We have made no representations or warranties that use of the Services will ensure Your compliance with all applicable laws and rules and regulations, and that We do not warrant compliance with such laws, rules and regulations through use of the Services. You agree that You assume all risk associated with use of the Services, as it relates to the provision of health-care and medical services to Your patients and other applicable laws and rules and regulations. We do not represent that the Services are appropriate or available for use in all countries. We prohibit accessing materials from countries or states where contents are illegal. You are using the Services on your own initiative and you are responsible for compliance with all applicable laws.

- 2.5. Secure Communication Services Powered by TigerText (If Applicable). With regard to Your subscription to Our secure messaging services only, You fully understand and acknowledge that (i) Our secure communication services are wireless services intended to deliver non-critical, non-emergency messages between Users; (ii) the Services are dependent upon a number of factors outside Our control, including but not limited to, the operation of third party provided hardware and network services; (iii) the Services are not a substitute for any medical facility's current systems of administering and safeguarding medical treatment and/or medicine; (iv) there may be occasional communication failures or delays in the delivery or receipt of properly sent text communications that are beyond Our control, and (v) Our secure communication Services are not expected to perform at the same level of performance and/or reliability one might expect from medical devices used in the delivery of critical medical care environments; and You, in using the Service accepts all risk (whether known or unknown) associated with the foregoing.

3. Mutual Indemnities.

- 3.1. Indemnification by Us. We shall indemnify and defend You against any claim, liabilities, demand, suit, actions or proceeding made or brought against You by a third party alleging that the use of the Services, as permitted hereunder, infringes or misappropriates the intellectual property rights of a third party (a "Claim Against You"), and shall indemnify You for any direct damages, attorney fees and costs finally awarded against You as a result of, and for amounts paid by You under a court approved settlement of a Claim Against You; provided that You (a) promptly give Us written notice of the Claim Against You; (b) give Us sole control of the defense and settlement of the Claim Against You (provided that We may not settle any Claim Against You unless the settlement unconditionally releases You of all liability); and (c) provide to Us all reasonable assistance, at Our expense. In the event of a Claim Against You, or if We reasonably believe the Services may infringe or misappropriate the rights of any third party, We may in Our discretion and at no cost to You (i) modify the Services so that they no longer infringe or misappropriate, without breaching Our warranties stated herein, (ii) obtain a license for Your continued use of the Services in accordance with this Agreement, or (iii) terminate Your User subscriptions for such Services upon 90 days' written notice and refund to You any prepaid fees covering the remainder of the term of such User subscriptions after the effective date of termination.
- 3.2. Indemnity Exclusions. Excluded from the above indemnification obligations are Claims to the extent arising from (a) use of the Services in violation of this Agreement or applicable law, (b) Your negligent acts or omissions (c) use of the Service after We notify You to discontinue use because of an infringement claim, or (d) modifications to the Service or use of the Service in combination with any software, application or service made or provided other than by Us.
- 3.3. Indemnification by You. You shall defend Us (and Our Affiliates, respective licensors, officers, directors, employees, agents and third parties or suppliers contracted by Us to deliver all of part of the Services, including but not limited to, parties retained by Us to provide services or products directly to You or indirectly through incorporation of their services or products in Our Services or products (Collectively "Us/Our/We" for purposes of this Section 3.3 and Section 4 only)) against any claim, demand, suit or proceeding made or brought against Us by a third party alleging, without limit to, personal injury, tort, medical malpractice or other acts errors or omissions in the delivery of medical care or medical information or that otherwise arises out of, or is in any way connected with Your Data, Your access to or use of the Services in breach of this Agreement or the intellectual property rights of any third party, Your negligent or wrongful act(s), and/or Your violation of relevant and/or applicable law (a "Claim Against Us"), and You shall indemnify Us from and against any and all losses, damages, expenses (including reasonable attorneys' and expert fees) resulting therefrom, whether or not such Claims Against Us are foreseeable as at the effective date hereof, UNLESS SUCH CLAIMS RESULT FROM OUR GROSSLY NEGLIGENT ACTS OR OMISSIONS; provided that We (a) promptly give You written notice of the Claim Against Us; (b) give You sole control of the defense and settlement of the Claim Against Us

(provided that You may not settle any Claim Against Us unless the settlement unconditionally releases Us of all liability);and (c) provide to You all reasonable assistance, at Your expense.

- 3.4. Exclusive Remedy. This Section (Mutual Indemnities) states the indemnifying party's sole liability to, and the indemnified party's exclusive remedy against, the other party for any type of claim described in this Section.

4. Limitation of Liability.

- 4.1. Consequential Damages. YOU NOR US WILL BE LIABLE FOR, NOR WILL THE MEASURE OF DAMAGES UNDER THE AGREEMENT INCLUDE, ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF OR RELATING TO YOUR OR OUR PERFORMANCE OR FAILURE TO PERFORM UNDER THIS AGREEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY.
- 4.2. Exceptions. THE LIMITATIONS AND EXCLUSION OF LIABILITY SET FORTH IN SECTION 4.1 (CONSEQUENTIAL DAMAGES) DO NOT APPLY TO (A) INDEMNIFICATION OBLIGATIONS (C) BREACHES OF CONFIDENTIALITY, (D) DAMAGES RESULTING FROM PERSONAL INJURY OR DEATH OR DAMAGES TO TANGIBLE PROPERTY, (E) LIABILITY RESULTING FROM THE GROSS NEGLIGENCE, FRAUD OR WILLFUL OR CRIMINAL MISCONDUCT OF A PARTY, (F) DAMAGES ARISING FROM A BREACH OF YOUR OR OUR OBLIGATIONS WITH RESPECT TO COMPLIANCE WITH ALL APPLICABLE LAWS RELATED TO DATA PROTECTION AND PRIVACY, OR (G) DAMAGES OCCASIONED BY IMPROPER OR WRONGFUL TERMINATION OF THIS AGREEMENT OR ABANDONMENT OF ALL OR SUBSTANTIALLY ALL OF THE WORK REQUIRED TO PERFORM THE SERVICES.

5. Insurance

We maintain, at no cost to You, insurance coverage in the amounts, stated in the aggregate below:

- A. statutory workers' compensation in accordance with all federal, state and local requirements, including employer's liability, in the amount of at least \$1 million CAD;
- B. commercial general liability insurance for an insured amount of not less than \$5 million CAD per occurrence and \$5 million CAD aggregate combined single limit;
- C. automotive liability insurance covering use of all owned, non-owned and hired automobiles for bodily injury and property damage, with a minimum combined single limit per accident of \$5 million CAD or the minimum limit required by Law, whichever limit is greater;
- D. professional errors and omissions liability insurance with a limit of \$5 million CAD per occurrence and \$5 million CAD aggregate; and
- E. bond/crime insurance, including blanket coverage for employee dishonesty and computer fraud, for loss or damage arising out of or in connection with any fraudulent or dishonest acts committed by Wescom Staff, acting alone or in collusion with others, with a minimum limit per event of \$1 million CAD.
- F. Cyber security insurance with a limit of \$6 million CAD per occurrence and \$6 million CAD aggregate, which shall be in place within ninety (90) days from the Effective Date.

6. Modification and Discontinuance.

- 6.1. To the Services. We may make modification to the Services or particular components of the Services from time to time and will use commercially reasonable efforts to notify you of any material modifications as soon as reasonable practicable. We will not be liable to You or any third party for any modification or discontinuance of part or all of the Services.

7. Notices

- 7.1. Who You Are Contracting With. You are contracting with Wescom Solutions Inc. dba as "PointClickCare", a privately held business incorporated under the laws of the Province of Ontario, having its principal headquarters at 6975 Creditview Road Mississauga, ON, Canada, L5N 8E9.
- 7.2. Governing Law and Jurisdiction. This Agreement shall be governed by State of Delaware and the federal laws of the United States of America without regard to its conflicts of laws provisions. To resolve any legal dispute arising from this Agreement, We and You agree to the exclusive jurisdiction of the State of Delaware.
- 7.3. Manner of Giving Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the fifth business day after mailing, (iii) the second business day after sending by confirmed facsimile, or (iv) the first business day after sending by email (provided email shall not be sufficient for notices of an indemnifiable claim). Notices to You shall be addressed to the relevant contact designated by You.

8. General Provisions.

- 8.1. Export Compliance. You acknowledge that the Services are subject to restrictions and controls enacted under the U.S. export controls regulations administered by the U.S. Dept. of Commerce (15 CFR, Chapter VII) and that You will comply with all applicable laws and regulations. You will not export or re-export the Services, or portion thereof, directly or indirectly, in violation of U.S. export administration laws and regulations to any country or end user; or to any User who you know or have reason to know will utilize them in the design, development or production of nuclear, chemical or biological weapons. You further acknowledge that these Services may include technical data subject to U.S. export regulations.
- 8.2. Anti-Corruption. You have not received or been offered any illegal or improper bribe, kickback, payment, gift, or thing of value from any of Our employees or agents in connection with this Agreement. Reasonable gifts and entertainment provided in the ordinary course of business do not violate the above restriction. If You learn of any violation of the above restriction, You will use reasonable efforts to promptly notify Us.
- 8.3. Relationship of the Parties. The parties are independent contractors. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or employment relationship between the parties.
- 8.4. No Third-Party Beneficiaries. There are no third-party beneficiaries to this Agreement.
- 8.5. Waiver. No failure or delay by either party in exercising any right under this Agreement shall constitute a waiver of that right.
- 8.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision shall be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement shall remain in effect.
- 8.7. Surviving provisions of Legal Terms. Section 1 (Confidentiality), Section 2.3 (Disclaimer of Warranties), Section 3 (Mutual Indemnification), Section 4 (Limitation of Liability), Section 7 (Who You are contracting with, Notices, Governing Law and Jurisdiction) and Section 8 (General Provisions) shall survive any termination or expiration of this Agreement.

- 8.8. Attorney Fees. You shall pay on demand all of Our reasonable attorney fees and other costs incurred by Us to collect any fees or charges or damages due Us under this Agreement.
- 8.9. Assignment. Neither party may assign any of its rights or obligations hereunder, whether by operation of law or otherwise, without the prior written consent of the other party (not to be unreasonably withheld). Notwithstanding the foregoing, either party may assign this Agreement in its entirety (including all Order Forms), without consent of the other party, to its Affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. This Agreement shall bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 8.10. Entire Agreement. This Agreement, including all exhibits and addenda hereto and all Order Forms, constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. However, to the extent of any conflict or inconsistency between the provisions in the body of this Agreement and any exhibit or addendum hereto or any Order Form, the terms in this Agreement shall prevail. Notwithstanding any language to the contrary therein, no terms or conditions stated in Your purchase order or other order documentation (excluding Order Forms) shall be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.
- 8.11. Fax. This Agreement may be executed and transmitted by facsimile or other means of electronic communication (including pdf), which signatures thereon shall be binding upon the parties as if they were original signatures.
- 8.12. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

Schedule 2: Definitions

"Active Patient Record" means an individual's or individuals' health information record stored in digital format at Our Data Center and representing historical and newly generated health information of one resident occupying a single bed.

"Affiliate" means as to any person, any other person that, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, "control" of a person means the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such Person, whether through the ownership of voting securities, by contract or otherwise.

"Agreement or PointClickCare Service Agreement" means the agreement formed upon Your execution and acceptance of an Order Form, which incorporates Our Terms of Use together with all schedules, exhibits and addenda incorporated herein and as connected with the Services You purchase, which shall collectively constitute a legal agreement between You and Us.

"Application(s)" means the software component of our Services that applies the power of a computer platform to perform specific tasks that benefit its Users.

"Additional Applications or Additional Application Bundles" means the Applications available for purchase that are in addition to your Core Application Bundle. Additional Applications may be purchased à la carte' or as bundled packages.

"Core Application Bundle" means the Applications included in the MDS Starter Kit, Fundamentals and Select bundles and excludes Additional Applications and/or Additional Application Bundles.

"Database" means the organized collection of Your Data and Patient Record Data in a format that supports the exchange of information required for Our Applications to perform specific tasks for its Users.

"Data Center" means the facilities that are operated by Us and are used to house computer systems, telecommunications, data storage systems and associated components, including backup power supplies, backup data communications connections, environmental controls (e.g., air conditioning, fire suppression) and security devices.

"Disaster Recovery" means Our policies and procedures, for business continuity in the event of a disaster that disrupts all or part of Our business' resources, including IT equipment and data records.

"Effective Date" means the date You have signed and executed Your Order Form/PointClickCare Service Agreement

"Non-Active Patient Record" means an individual health information record stored in digital format at Our Data Center and representing historical health information of a singular patient that has been either (i) discharged or (ii) added to a patient care waiting list.

"Order Form" means the document used to place Service orders, of which Your signature thereto also indicates Your acceptance of the PointClickCare Service Agreement between You and Us. Order Forms shall be deemed incorporated herein by reference.

"Patient Record Data" means a subset of Your Data submitted by You electronically to the online portion of the Services that is physically stored in Data Centers on computers owned or controlled by Us, and which consists of the electronic health records of Your patients and information that would be considered protected

health information. We protect Patient Record Data in accordance with Our defined security protocols, any relevant terms set out in this Agreement, and Our HIPPA Business Associate Addendum signed with You.

"Party" means We or You.

"Parties" means We and You.

"Service(s)" means Our services that are ordered by You under an Order Form and made available by Us online via Our Applications or otherwise as a professional service to You.

"Start Date" - means the date We begin charging You for the Services.

- Core Application Bundle Start Date for **Standard** or **Premium** Services: Subscription charges for Standard or Premium Services shall commence the earlier of either (i) the 1st day of the month that immediately follows the 60th day after Your execution/acceptance of this Quote/Order Form; or (ii) the 1st day of the month Your Data is imported or entered into Our Data Center. If You are a multi-facility customer, the foregoing only applies to Your pilot facility. Individual Start Dates for remaining facilities are determined as the 1st day of the same month that a facility's data is imported or entered into Our Data Center, with a minimum of 3 facilities' Start Dates established per month, and starting on the 3rd month anniversary of Your pilot facility Start Date.
- Core Application Bundle Start Date for **Basic** Services Per Facility: Subscription charges for Basic Services shall commence the 1st day of the month following the date Your Data is imported or entered into Our Data Center; unless Your Data is imported or entered on or before the 15th day of a month, then Your Subscription Charges shall commence the 1st first day of the same month Your Data is imported into our Data Center.
- Additional Application or Additional Application Bundle Start Date Per Facility: The Start Date of subscription charges for Additional Applications or Additional Application Bundle shall be determined as the 1st of month following the date the Additional Application (in the case of an 'a la carte' purchase only) or the first Additional Application in an Additional Application Bundle becomes available for Your use.

"Uptime" means the period of time our Services are available, measured at the network edge of the Our Data Center and when You are able to connect, login to and access the Services.

"Users" means individuals who are authorized by You to use the Services and who have been supplied user identifications and passwords by You. Users may include but not be limited to Your employees, consultants, contractors and agents retained by You.

"We", "Us" or "Our" means Wescom Solutions Inc., or otherwise stated in Section 3.3 and Section 4 of the Legal Terms herein.

"You" or "Your" means the facility, company or other legal entity for which You are acting on behalf and for which is intended to be bound to this Agreement.

"Your Data" means all electronic data or information belonging to or created by You, including Patient Record Data, text, messages or other materials uploaded, posted, or stored through Your use of the Services.

Addendum 1: HIPAA Business Associate Addendum

THIS HIPAA BUSINESS ASSOCIATE ADDENDUM (the “**Addendum**”) is entered into on the Effective Date of Your corresponding Order Form (“**Effective Date**”) by and between **Us** (“**Business Associate**”) and **You**, on behalf of Yourself and Your affiliates, if any (individually and collectively, the “**Covered Entity**”), and adds to any current or future agreement(s) for services entered into between Business Associate and Covered Entity which involve the creation, use, receipt, or disclosure of PHI (hereinafter referred to as the “**Agreement**” for purposes of this Addendum only).

Pursuant to the Agreement, Business Associate performs functions or activities on behalf of Covered Entity involving the use and/or disclosure of protected health information (“**PHI**”) received from, or created or received by, Business Associate on behalf of Covered Entity. Therefore, Business Associate agrees to the following terms and conditions set forth in this Addendum.

1. **Definitions and Regulatory References.** For purposes of this Addendum, the terms used herein, whether or not capitalized, unless otherwise specifically defined, shall have the same meanings as used in the Health Insurance Portability and Accountability Act of 1996, and any amendments or implementing regulations (“**HIPAA**”, inclusive of the Privacy, Security, Breach Notification, and Enforcement Rules at 45 C.F.R. Part 160 and 164), and the Health Information Technology for Economic and Clinical Health Act (Title XIII of the American Recovery and Reinvestment Act of 2009), and any amendments or implementing regulations (“**HITECH**”). A reference in this Addendum to any provision of a law or regulation means the provision as then in effect, amended, or implemented via regulation.
2. **Compliance with Applicable Law.** The parties acknowledge and agree that Business Associate shall comply with its obligations under this Addendum and with all obligations of a business associate under HIPAA, HITECH, and other related laws and regulations, as they exist at the time this Addendum is executed and as they are amended, for so long as this Addendum is in place.

Pursuant to HITECH §§ 13401(a) and 13404(a) and the HIPAA implementing regulations, the provisions of HITECH that impose requirements and standards on covered entities with respect to security and privacy shall also be applicable to Business Associate, and shall be and by this reference hereby are incorporated into this Addendum. All other provisions of HITECH that are applicable to Business Associate, and its relationship with Covered Entity under this Addendum and the Agreement, shall be and by this reference hereby are incorporated into this Addendum.

3. **General Limitation on Uses and Disclosures of PHI.** Business Associate shall not use or disclose PHI in any manner that is not permitted or required by the Agreement, this Addendum, or by law.

Business Associate may also not use or disclose PHI in a manner that would violate Subpart E of 45 C.F.R. Part 164 of HIPAA if done by Covered Entity, except, Business Associate may use or disclose PHI for Business Associate's own management and administration and legal responsibilities or for data aggregation services.

4. **Permissible Use and Disclosure of Protected Health Information.** Business Associate may only use and disclose PHI as permitted or required by the Agreement, this Addendum, or by law.
5. **Uses and Disclosures for Management and Administration.** Business Associate may also use and disclose PHI: (i) for its own proper management and administration; and/or (ii) to carry out its legal responsibilities. If Business Associate discloses PHI to a third party for either above reason, unless such disclosure is required by law, prior to making any such disclosure, Business Associate must obtain: (a) reasonable written assurances from the receiving party that such PHI will be held and

remain confidential and be used and further disclosed only as required by law or for the purposes for which it was disclosed to such receiving party; and (b) an agreement from such receiving party to immediately notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been compromised.

6. **Data Aggregation Services.** Business Associate may also use and further disclose PHI to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
7. **De-Identified Data.** Business Associate may also use PHI to de-identify the PHI in accordance with 45 C.F.R. §§ 164.502(d) and 164.514(a)-(c).
8. **Minimum Necessary.** All uses and disclosures of, and requests by, Business Associate, for PHI are subject to the minimum necessary rule of the HIPAA Privacy Rules.
9. **Required Safeguards To Protect PHI.** Business Associate agrees that it will implement appropriate safeguards in accordance with the HIPAA Privacy and Security Rules to prevent the use or disclosure of PHI other than pursuant to the terms and conditions of this Addendum. In doing so, without limitation, Business Associate shall comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI.
10. **Reporting of Improper Uses and Disclosures of PHI and Security Incidents.** Business Associate shall promptly report to Covered Entity any security incident, or any use or disclosure of PHI which is not provided for in this Addendum or is otherwise a violation of HIPAA, of which it becomes aware. This provision applies regardless of whether such unauthorized use or disclosure was by Business Associate, its officers, directors, employees, agents, subcontractors, or by any third party. For purposes of this Addendum, a "security incident" shall not include a request-response utility used to determine whether a specific Internet Protocol [IP] address, or host, exists or is accessible (i.e., a "ping").
11. **Reporting of Breaches of Unsecured PHI.** Business Associate shall promptly report to Covered Entity a Breach of Unsecured PHI, in accordance with 45 C.F.R. §§ 164.400-414.
12. **Mitigation of Harmful Effects.** Business Associate agrees to mitigate, to the extent practicable, any harmful effect of an unauthorized use or disclosure of PHI by Business Associate in violation of the requirements of this Addendum or HIPAA.
13. **Business Associate Agreements Required With Third Parties.** Business Associate shall enter into a written agreement with any agent or subcontractor of Business Associate that will have access to PHI, or who will create, receive, maintain, or transmit PHI on behalf of Business Associate. Pursuant to such written agreement and 45 C.F.R. §§ 164.502(e)(1)(ii) and 164.308(b)(2), the agent or subcontractor shall agree to be bound by the same restrictions, terms, conditions, and requirements that apply to Business Associate under this Addendum with respect to such PHI.
14. **Access to Information.** Promptly upon a request by Covered Entity, Business Associate shall make available PHI maintained by Business Associate in a Designated Record Set, to Covered Entity, or to the individual requestor, if directed by Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.524. In the event any individual delivers directly to Business Associate a request for access to PHI, Business Associate shall promptly forward such request to Covered Entity. Unless otherwise required by law, the term "Designated Record Set," for the purposes of this Addendum, shall not include any information in the possession of Business Associate that is the same as information in the possession of Covered Entity (information shall be considered the same information even if the information is held in a different format, medium or presentation or it has been standardized).
15. **Availability of PHI for Amendment.** Promptly upon the receipt of a request from Covered Entity, Business Associate shall make any amendment(s) to PHI maintained by Business Associate in a

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Designated Record Set as directed or agreed to by Covered Entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.526. In the event any individual delivers directly to Business Associate a request for amendment to PHI, Business Associate shall promptly forward such request to Covered Entity for further direction.

16. **Access and Amendment Responsibility.** Pursuant to HIPAA, in the event that Business Associate maintains PHI in a Designated Record Set, the parties agree that Covered Entity will have the responsibility to handle, track and maintain records of all requests by individuals to access or amend such PHI. Business Associate, as a business associate of Covered Entity, will not have any responsibility to handle, track and maintain records of any such requests except as set forth above or in the Agreement.
17. **Documentation and Accounting of Disclosures.** Business Associate shall maintain, and make available promptly upon a request by Covered Entity, the information required to provide an accounting of disclosures, to Covered Entity, as necessary to satisfy Covered Entity's obligations under 45 C.F.R. § 164.528. In the event the request for an accounting is delivered directly to Business Associate, Business Associate shall promptly forward such request to Covered Entity. Unless otherwise required by changed HIPAA regulations or the Agreement, in response to a request from an individual for an accounting of disclosures from an electronic health record maintained or hosted by Business Associate, Covered Entity shall provide the individual with an accounting of disclosures in accordance with HITECH § 13405(c)(3)(A). Unless otherwise required by changed HIPAA regulations or the Agreement, with respect to Business Associate, Covered Entity may not elect to provide an individual with Business Associate's name and contact information under HITECH § 13405(c)(3)(B).
18. **Business Associate Performing Covered Entity's Obligations (If Applicable).** To the extent that Business Associate is required by this Addendum or the Agreement to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate must comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligation(s).
19. **Availability of Books and Records.** Business Associate hereby agrees to make its internal practices, books, and records relating to the use and disclosure of PHI available to the Secretary of the Department of Health and Human Services for purposes of determining compliance with HIPAA.
20. **Term and Termination.** The Term of this Addendum shall be effective as of the effective date of the underlying Agreement(s), and shall terminate on the termination or expiration of the last of the underlying Agreement(s), or on the date Covered Entity terminates this Addendum as authorized below, whichever is sooner.

Covered Entity may: (i) immediately terminate this Addendum if Covered Entity reasonably determines that Business Associate has violated a material term of HIPAA or this Addendum; or (ii) at Covered Entity's option, Covered Entity may permit Business Associate to cure or end any such violation within the reasonable period of time specified by Covered Entity.

21. **Effect of Termination of Addendum.** Upon the termination or expiration of this Addendum for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall do the following:
 - (a) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities or for which it is not feasible for Business Associate to return or destroy, unless said information has been de-identified and thus is no longer PHI. The parties agree that the return or destruction of PHI received from, or created or received by Business Associate on behalf of, the Covered Entity in any format other than that in which Business Associate originally received such PHI, including

pooled or aggregated data, is not feasible and that such PHI must be retained by Business Associate to defend its work product and for future audits (and for other reasons which make returning the same infeasible);

- (b) Return to Covered Entity, or, if agreed to by Covered Entity, destroy, other remaining PHI that the Business Associate still maintains in any form, recorded on any medium, or stored in any storage system;
- (c) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R. Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this **Section**, for as long as Business Associate retains the PHI;
- (d) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set forth in this Addendum which applied prior to termination; and
- (e) Return to Covered Entity, or, if agreed to by Covered Entity, destroy, the PHI retained by Business Associate when it is feasible to do so and the PHI is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

Business Associate shall remain bound by the provisions of this Addendum, which shall survive even after termination or expiration of the Agreement or Addendum.

22. **Covered Entity Obligations.**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 C.F.R. § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, the permission by an individual to use or disclose his or her PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (c) Covered Entity shall notify Business Associate of any restriction on the use or disclosure of PHI that Covered Entity has agreed to or is required to abide by under 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- (d) Covered Entity shall not request for Business Associate to use or disclose PHI in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 if done by Covered Entity, except that Business Associate may use or disclose PHI for data aggregation or management and administration and legal responsibilities of Business Associate.

23. **Third Party Rights.** The terms of this Addendum do not grant any rights to any parties other than Business Associate and Covered Entity.

24. **Independent Contractor Status.** For the purposed of this Addendum, Business Associate is an independent contractor of Covered Entity, and shall not be considered an agent of Covered Entity.

25. **Changes in the Law.** The parties agree that, with no further action required by the parties, this Addendum shall be deemed automatically amended to include and incorporate amendments or revisions to HIPAA and/or HITECH, so that the parties remain in compliance with such amendments or

revisions. All references to regulations or provisions of HIPAA and/or HITECH herein shall be deemed to also refer to any amendment or revision thereto and/or to any successor regulation.

If, as a result of any amendments or revisions to HIPAA and/or HITECH, both parties determine that modifications to the terms of this Addendum: (i) may not be deemed to be automatically incorporated into this Addendum; and (ii) are strictly required by HIPAA or HITECH to be reduced to writing; the parties agree to take such action as is necessary to enter into a mutually acceptable amendment to this Addendum that addresses solely the legal changes that are required to be reduced to writing. The parties agree that this Addendum may only be modified by mutual written amendment, signed by both parties, effective on the date set forth in the amendment. Neither party has the right to unilaterally amend or alter the provisions of this Addendum.

26. **Interpretation and Conflicts.** Any ambiguity in this Addendum shall be interpreted to permit compliance with HIPAA and HITECH. If there is any direct conflict between the Agreement and this Addendum, the terms and conditions of this Addendum shall control.

IN WITNESS WHEREOF, each of the Parties' signature to the attached Order Form, has caused this Agreement to be duly executed in its name and on its behalf by their duly authorized representatives, effective on the date of Covered Entity's signature to the Order Form.



Quote Title

NH Veterans Home - ProServ Fees

Wescom Solutions Inc.
6975 Creditview Road
Unit 4
Mississauga ON L5N 8E9

Date 12/15/2014
Quote # 33556
Expires 1/31/2015
Sales Rep Mathew Mello
Shipping Code (2)

Prepared for:

New Hampshire Veterans Home
139 Winter St
Tilton NH 03276
United States

Item	Qty	Description	Extended Rate	Amount
System Orientation Registration Fee	1	System Orientation Registration Fee.	\$1,000.00	\$1,000.00
Project Management	1	Tray Card Fixed Rate Project Coordination	\$500.00	\$500.00
Single Facility: Integration Configure	1	ProTracking - Single Facility Configuration for integration. NOTE: Monthly Integration Subscription required with this Service.	\$150.00	\$150.00
End User Training - Onsite	10	Onsite End User training at \$1,600 per day. Onsite sessions must be scheduled two wees in advance.	\$1,600.00	\$16,000.00
Full Orders, eMAR & Integration Training with Import	1	Fixed Fee Web Based Full eMAR and Pharmacy Integration Implementation with Import. Includes configuration consulting, super user / end user training, project management, post go live support, import (SmartPath in-house eMAR Implementation w/Framework Certification)	\$7,500.00	\$7,500.00

Term Total \$25,150.00

Terms:

1. Application License: License to use the selected PointClickCare application modules for the term of the subscription.
2. Maintenance: Application enhancements and corrections.
3. Hosting: Providing a secure and reliable server platform for the application and management of the application.
4. Unless otherwise stated, all project coordination, implementation and data services are provided by consultants online and over the telephone. Online services are available and quoted separately.
5. Cancellation Policy: All training sessions scheduled with a PointClickCare consultant require at least 24 hours notice when cancelling. Any sessions cancelled with less than 24 hours notice will be charged at their full rate. This policy also applies to fixed rate customers.
6. Subscription services are subject to the PointClickCare Subscription Service Terms.
7. Prices are subject to all applicable taxes.
8. Implementation fees are due within 30 days of signing.

Please fax signed quotes to 1-800-716-0995 or scan and email to sales@pointclickcare.com.

Approved By: _____

Signature: _____

Date: _____

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Quote Title

Integrated Medication Mgt Project: In-House Pharm

Wescom Solutions Inc.
6975 Creditview Road
Unit 4
Mississauga ON L5N 8E9

Date 11/11/2014
Quote # 33775
Expires 12/11/2014
Sales Rep Steve Knapp
Shipping Code (2)

Prepared for:

New Hampshire Veterans Home
139 Winter St
Tilton NH 03276
United States

Item	Description	Bed/Qty	Base Price	List Rate	Vol. Disc.	Net CPRD	Monthly Rate
Integrated Medication Management	Full Orders / eMAR / Pharmacy Integration Project (Pharmacy system- Framework) Integrated Medication Management	250	\$0.1200	\$3.660			\$915.00

Terms:

1. Application License: License to use the selected PointClickCare application modules for the term of the subscription.
2. Maintenance: Application enhancements and corrections.
3. Hosting: Providing a secure and reliable server platform for the application and management of the application.
4. Unless otherwise stated, all project coordination, implementation and data services are provided by consultants online and over the telephone. Online services are available and quoted separately.
5. Cancellation Policy: All training sessions scheduled with a PointClickCare consultant require at least 24 hours notice when cancelling. Any sessions cancelled with less than 24 hours notice will be charged at their full rate. This policy also applies to fixed rate customers.
6. Subscription services are subject to the PointClickCare Subscription Service Terms.
7. Prices are subject to all applicable taxes.
8. Implementation fees are due within 30 days of signing.

Please fax signed quotes to 1-800-716-0995 or scan and email to sales@pointclickcare.com.

Approved By: _____

Signature: _____

Date: _____



Quote Title

NH Veterans Home

Wescom Solutions Inc.
6975 Creditview Road
Unit 4
Mississauga ON L5N 8E9

Date 12/15/2014
Quote # 33554
Expires 1/31/2015
Sales Rep Mathew Mello
Shipping Code (2)

Prepared for:

New Hampshire Veterans Home
139 Winter St
Tilton NH 03276
United States

Item	Description	Bed/Qty	Base Price	List Rate	Vol. Disc.	Net CPRD	Monthly Rate
PointClickCare PLUS (SNF/LTC)	PointClickCare PLUS (SNF/LTC) ADT, MDS, User Defined Assessments, Care Plans, Diagnosis, Physician Orders, MAR/TAR, Progress Notes, Communication Board, Weights and Vital Signs, Immunization, eQIA, Point of Care; Census, Billing, Accounts Receivable, Collections, Trust Accounts, IRM, SmartPath	250	\$0.5800	\$17.690	28.0%	\$0.4176	\$3,184.20
Third Party Interface (Web Service, 5 Pack)	Integration 5 Pack offers the option to Integrate with 5 PCC Integration Vendors for the transfer of information to feed to 3rd Party Systems. Note: This does NOT include Pharmacy Integrations.	250	\$0.0700	\$2.135	28.0%	\$0.0504	\$384.30
Tray Card Subscription Fee	Tray Card Subscription Fee	250	\$0.0300	\$0.915	28.0%	\$0.0216	\$164.70
Pro-Tracking	Pro-Tracking is a web based quality improvement tool designed to perform important MDS verification checks and to help improve regulatory compliance and resident care. In addition to validating coding in each MDS assessment, Pro-Tracking offers a vast number of reports to assist providers in identifying trends and perform analysis on data submitted to CMS.	250	\$0.1050	\$3.203	28.0%	\$0.0756	\$576.45
eINTERACT Change in Condition Evaluation Tool	The eINTERACT™ Change in Condition Evaluation Tool integrates multiple tools (SBAR, Change in Condition Cards, Care Paths) in the EHR to guide the user through evaluation, communication and management of a change in condition	250	\$0.0700	\$2.135	28.0%	\$0.0504	\$384.30

Terms:

1. Application License: License to use the selected PointClickCare application modules for the term of the subscription.
2. Maintenance: Application enhancements and corrections.
3. Hosting: Providing a secure and reliable server platform for the application and management of the application.
4. Unless otherwise stated, all project coordination, implementation and data services are provided by consultants online and over the telephone. Online services are available and quoted separately.
5. Cancellation Policy: All training sessions scheduled with a PointClickCare consultant require at least 24 hours notice when cancelling. Any sessions cancelled with less than 24 hours notice will be charged at their full rate. This policy also applies to fixed rate customers.
6. Subscription services are subject to the PointClickCare Subscription Service Terms.
7. Prices are subject to all applicable taxes.
8. Implementation fees are due within 30 days of signing.

Please fax signed quotes to 1-800-716-0995 or scan and email to sales@pointclickcare.com.

Approved By: _____

Signature: _____

Date: _____

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**NEW HAMPSHIRE VETERAN'S HOME
ELECTRONIC MEDICAL RECORDS
CONTRACT 2015-090
CONTRACT AGREEMENT –PART 2**

TERMS AND DEFINITIONS

The following general contracting terms and definitions apply except as specifically noted elsewhere in this document.

Acceptance	Notice from the State that a Deliverable has satisfied Acceptance Test or Review.
Acceptance Letter	An Acceptance Letter provides notice from the State that a Deliverable has satisfied Acceptance Tests or Review.
Acceptance Period	The timeframe during which the Acceptance Test is performed.
Acceptance Test and Review	Tests performed to determine that no Defects exist in the application Software or the System.
Acceptance Test Plan	The Acceptance Test Plan provided by Wescom and agreed to by the State that describes at a minimum, the specific Acceptance process, criteria, and Schedule for Deliverables.
Access Control	Supports the management of permissions for logging onto a computer or network.
Agreement	A contract duly executed and legally binding.
Wescom	American Institutes for Research
Appendix	Supplementary material that is collected and appended at the back of a document.
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system.
Best and Final Offer (BAFO)	For negotiated procurements, a Wescom's final offer following the conclusion of discussions.
CCP	Change Control Procedures
Certification	Wescom's written declaration with full supporting and written Documentation (including without limitation test results as applicable) that Wescom has completed development of the Deliverable and certified its readiness for applicable Acceptance Testing or Review.
Change Control	Formal process for initiating changes to the proposed solution or process once development has begun.

**NEW HAMPSHIRE VETERAN'S HOME
ELECTRONIC MEDICAL RECORDS
CONTRACT 2015-090
CONTRACT AGREEMENT –PART 2**

Change Order	Formal documentation prepared for a proposed change in the Specifications.
CM	Configuration Management
Completion Date	End date for the Contract.
Confidential Information	Information required to be kept Confidential from unauthorized disclosure under the Contract.
Contract	This Agreement between the State of New Hampshire and a Wescom, which creates binding obligations for each party to perform as specified in the Contract Documents.
Contract Conclusion	Refers to the conclusion of the Contract, for any reason, including but not limited to, the successful Contract completion, termination for convenience, or termination for default.
Contract Documents	Documents that comprise this Contract (See Contract Agreement, Section 1.1).
Contract Managers	The persons identified by the State and Wescom who shall be responsible for all contractual authorization and administration of the Contract. These responsibilities shall include but not be limited to processing Contract Documentation, obtaining executive approvals, tracking costs and payments, and representing the parties in all Contract administrative activities. (See Section 4: <i>Contract Management</i>)
Contractor	Wescom whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Conversion Test	A test to ensure that a Data conversion process correctly takes Data from a legacy system and successfully converts it to a form that can be used by the new System.
COTS	Commercial Off-The-Shelf Software
COTS	Commercial off the Shelf
CR	Change Request
Cure Period	The thirty (30) day period following written notification of a default within which a Wescom must cure the default identified.
Custom Code	Code developed by Wescom specifically for this project.

**NEW HAMPSHIRE VETERAN'S HOME
ELECTRONIC MEDICAL RECORDS
CONTRACT 2015-090
CONTRACT AGREEMENT –PART 2**

Custom Software	Software developed by Wescom specifically for this project for the State of New Hampshire.
Data	State's records, files, forms, Data and other documents or information, in either electronic or paper form, that will be used /converted by Wescom during the Contract Term.
DBA	Database Administrator
Deficiencies/Defects	<p>A failure, deficiency or defect in a Deliverable resulting in a Deliverable, the Software, or the System, not conforming to its Specifications.</p> <p>Class A Deficiency – <i>Software</i> - Critical, does not allow System to operate, no work around, demands immediate action; <i>Written Documentation</i> - missing significant portions of information or unintelligible to State; <i>Non Software</i> - Services were inadequate and require re-performance of the Service.</p> <p>Class B Deficiency – <i>Software</i> - important, does not stop operation and/or there is a work around and user can perform tasks; <i>Written Documentation</i> - portions of information are missing but not enough to make the document unintelligible; <i>Non Software</i> - Services were deficient, require reworking, but do not require re-performance of the Service.</p> <p>Class C Deficiency – <i>Software</i> - minimal, cosmetic in nature, minimal effect on System, low priority and/or user can use System; <i>Written Documentation</i> - minimal changes required and of minor editing nature; <i>Non Software</i> - Services require only minor reworking and do not require re-performance of the Service.</p>
Deliverable	A Deliverable is any Written, Software, or Non-Software Deliverable (letter, report, manual, book, other), provided by Wescom to the State or under the terms of a Contract requirement.
Department	An agency of the State of New Hampshire.
Department of Information Technology (DoIT)	The Department of Information Technology established under RSA 21-R by the Legislature effective September 5, 2008.
Digital Signature	Guarantees the unaltered state of a file
Documentation	All information that describes the installation, operation, and use of the Software, either in printed or electronic format.

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Effective Date	The Contract and all obligations of the parties hereunder shall become effective on the date the Governor and the Executive Council of the State of New Hampshire approves the Contract.
Encryption	Supports the encoding of data for security purposes.
Enhancements	Updates, additions, modifications to, and new releases for the Software, and all changes to the Documentation as a result of Enhancements, including, but not limited to, Enhancements produced by Change Orders
Firm Fixed Price Contract	A Firm-Fixed-Price Contract provides a price that is not subject to increase, i.e., adjustment on the basis of Wescom's cost experience in performing the Contract.
Fully Loaded	Rates are inclusive of all allowable expenses, including, but not limited to: meals, hotel/housing, Wescomfare, car rentals, car mileage, and out of pocket expenses
GAAP	Generally Accepted Accounting Principles
Governor and Executive Council	The New Hampshire Governor and Executive Council.
Identification and Authentication	Supports obtaining information about those parties attempting to log on to a system or application for security purposes and the validation of those users.
Implementation	The process for making the System fully operational for processing the Data.
Implementation Plan	Sets forth the transition from development of the System to full operation, and includes without limitation, training, business and technical procedures.
Information Technology (IT)	Refers to the tools and processes used for the gathering, storing, manipulating, transmitting, sharing, and sensing of information including, but not limited to, Data processing, computing, information systems, telecommunications, and various audio and video technologies.
Intrusion Detection	Supports the detection of illegal entrance into a computer system.
Invoking Party	In a dispute, the party believing itself aggrieved
IT Testing	The process of testing the System and its components to ensure that they are all operating according to System Documentation and the Specifications of the Contract.
Key Project Staff	Personnel identified by the State and by Wescom as essential to

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	work on the Project.
Licensee	The State of New Hampshire
Non Exclusive Contract	A contract executed by the State that does not restrict the State from seeking alternative sources for the Deliverables or Services provided under the Contract.
Non-Software Deliverables	Deliverables that are not Software Deliverables or Written Deliverables, e.g., meetings, help support, and services.
Normal Business Hours	Normal Business Hours – 8:00 a.m. to 5:00 p.m. EST, Monday through Friday excluding State of New Hampshire holidays. State holidays are: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, July 4 th , Labor Day, Veterans Day, Thanksgiving Day, the day after Thanksgiving Day, and Christmas Day. Specific dates will be provided.
Notice to Proceed (NTP)	The State Contract Manager's written direction to Wescom to begin work on the Contract on a given date and time.
Open Data Formats	A data format based on an underlying Open Standard.
Open Standards	Specifications for the encoding and transfer of computer data that is defined in RSA 21-R:10 and RSA 21-R:13.
Operating System	System is fully functional, all Data has been loaded into the System, is available for use by the State in its daily operations.
Operational	Operational means that the System is operating and fully functional, all Data has been loaded; the System is available for use by the State in its daily operations, and the State has issued an Acceptance Letter.
Order of Precedence	The order in which Contract/Documents control in the event of a conflict or ambiguity. A term or condition in a document controls over a conflicting or ambiguous term or condition in a document that is lower in the Order of Precedence
Project	The planned undertaking regarding the entire subject matter of the Contract and the activities of the parties related hereto.
Project Management Plan	A document that describes the processes and methodology to be employed by Wescom to ensure a successful Project.
Project Managers	The persons identified who shall function as the State's and Wescom's representative with regard to Review and Acceptance of

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	Contract Deliverables, invoice sign off, and review and approval of Change Requests (CR) utilizing the Change Control Procedures (CCP)
Project Staff	State personnel assigned to work with Wescom on the Project.
Project Team	The group of State employees and Wescom's personnel responsible for managing the processes and mechanisms required such that the Services are procured in accordance with the Work Plan on time, on budget and to the required specifications and quality
Proposal	The submission from a Wescom in response to the Request for a Proposal or Statement of Work
Regression Test Plan	A plan integrated into the Work Plan used to ascertain whether fixes to Defects have caused errors elsewhere in the application/process.
Review	The process of reviewing Deliverables for Acceptance.
Review Period	The period set for review of a Deliverable. If none is specified then the Review Period is five (5) business days.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network.
Schedule	The dates described in the Work Plan for deadlines for performance of Services and other Project events and activities under the Contract.
Service Level Agreement (SLA)	A signed agreement between Wescom and the State specifying the level of Service that is expected of, and provided by, Wescom during the term of the Contract.
Services	The work or labor to be performed by Wescom on the Project as described in the Contract.
Software	All custom Software and COTS Software provided by Wescom under the Contract.
Software Deliverables	COTS Software and Enhancements
Software License	Licenses provided to the State under this Contract.
Solution	The Solution consists of the total Solution, which includes, without limitation, Software and Services, addressing the requirements and terms of the Specifications.
Specifications	The written Specifications that set forth the requirements which

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	include the Contract, any performance standards, Documentation, applicable State and federal policies, laws and regulations, State technical standards, subsequent State-approved Deliverables, and other Specifications and requirements described in the Contract Documents. The Specifications are, by this reference, made a part of the Contract as though completely set forth herein.
State	STATE is defined as: State of New Hampshire New Hampshire Veteran's Home 139 Winter Street Tilton, NH 03276 Reference to the term "State" shall include applicable agencies.
State Data	Any information contained within State systems in electronic or paper format.
State Fiscal Year (SFY)	The New Hampshire State Fiscal Year extends from July 1 st through June 30 th of the following calendar year.
State Project Leader	State's representative with regard to Project oversight
State's Confidential Records	State's information regardless of its form that is not subject to public disclosure under applicable state and federal laws and regulations, including but not limited to <u>RSA Chapter 91-A</u> .
State's Project Manager (PM)	State's representative with regard to Project management and technical matters. Agency Project Managers are responsible for review and Acceptance of specific Contract Deliverables, invoice sign off, and Review and approval of a Change Proposal (CP).
Statement of Work (SOW)	A Statement of Work clearly defines the basic requirements and objectives of a Project. The Statement of Work also defines a high level view of the architecture, performance and design requirements, the roles and responsibilities of the State and Wescom. The Contract Agreement SOW defines the results that Wescom remains responsible and accountable for achieving.
Subcontractor	A person, partnership, or company not in the employment of, or owned by, Wescom, which is performing Services under this Contract under a separate Contract with or on behalf of Wescom.
System	The array of hardware/software-based services provided by Wescom necessary to provide a Web-Based Computer-Adaptive Testing System. The System is the sum of the services, developments, contractor intellectual property, software, COTS software, hardware and documentation described in the scope of

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	work that comprise the system the contractor will deliver configure, and implement; all integrated and functioning together in accordance the Specifications of this Contract.
TBD	To Be Determined
Technical Authorization	Direction to a Wescom, which fills in details, clarifies, interprets, or specifies technical requirements. It must be: (1) consistent with Statement of Work within statement of Services; (2) not constitute a new assignment; and (3) not change the terms, documents of specifications of the Contract Agreement.
Term	Period of the Contract from the Effective Date through termination.
Test Plan	A plan, integrated in the Work Plan, to verify the code (new or changed) works to fulfill the requirements of the Project. It may consist of a timeline, a series of tests and test data, test scripts and reports for the test results as well as a tracking mechanism.
Transition Services	Services and support provided when Wescom is supporting System changes.
UAT	User Acceptance Test
Unit Test	Developers create their own test data and test scenarios to verify the code they have created or changed functions properly as defined.
User Acceptance Testing	Tests done by knowledgeable business users who are familiar with the scope of the Project. They create/develop test cases to confirm the System was developed according to specific user requirements. The test cases and scripts/scenarios should be mapped to business requirements outlined in the user requirements documents.
User Management	Supports the administration of computer, application and network accounts within an organization.
Vendor	Wescom, whose proposal or quote was awarded the Contract with the State and who is responsible for the Services and Deliverables of the Contract.
Verification	Supports the confirmation of authority to enter a computer system, application or network.
Walk Through	A step-by-step review of a Specification, usability features or design before it is handed off to the technical team for development.
Warranty Period	A period of coverage during which Wescom is responsible for

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	providing a guarantee for products and Services delivered as defined in the Contract.
Warranty Releases	Code releases that are done during the Warranty Period.
Warranty Services	The Services to be provided by Wescom during the Warranty Period.
Work Hours	Wescom personnel shall work normal business hours between 8:00 am and 5:00 pm, eight (8) hour days, forty (40) hour weeks, excluding State of New Hampshire holidays. Changes to this schedule may be made upon agreement with the State Project Manager.
Work Plan	The overall plan of activities for the Project created in accordance with the Contract. The plan and delineation of tasks, activities and events to be performed and Deliverables to be produced under the Project as specified in Appendix C. The Work Plan shall include a detailed description of the Schedule, tasks/activities, Deliverables, critical events, task dependencies, and the resources that would lead and/or participate on each task.
Written Deliverables	Non-Software written deliverable Documentation (letter, report, manual, book, other) provided by Wescom either in paper or electronic format.

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INTRODUCTION

This Contract is by and between the State of New Hampshire, acting through New Hampshire Department New Hampshire Veteran's Home ("State"), and Wescom Solutions, Inc., an Ontario Corporation, (Wescom) having its principal place of business at 6975 Creditview Road, Unit 4, Mississauga, Ontario, L5N 8E9.

RECITALS

The State desires to have Wescom provide an Electronic Medical Records Subscription Service, and associated Services for the State;

Wescom wishes to provide an Electronic Medical Records Subscription Service.

The parties therefore agree as follows:

1. CONTRACT DOCUMENTS

1.1 Contract Documents

This Contract is comprised of the following documents (Contract Documents):

- A.** Part 1 – State Terms and Conditions contained in the Form P-37
- B.** Part 2 – The Contract Agreement
- C.** Part 3 – Consolidated Exhibits
 - Exhibit A- Contract Deliverables
 - Exhibit B- Price and Payment Schedule
 - Exhibit C- Special Provisions
 - Exhibit D- Administrative Services
 - Exhibit E- Implementation Services
 - Exhibit F- Testing Services
 - Exhibit G- Hosting, Maintenance, and Support Services
 - Exhibit H- Requirement Responses
 - Exhibit I- Work Plan
 - Exhibit J- Software License and related Terms
 - Exhibit K- Warranty and Warranty Services
 - Exhibit L- Training Services
 - Exhibit O- Certificates and Attachments

1.2 Order of Precedence

In the event of conflict or ambiguity among any of the text of the Contract Documents, the following Order of Precedence shall govern:

- a.** *The State of New Hampshire Terms and Conditions*, Form P-37-Contract Agreement Part 1
- b.** State of New Hampshire, NHVH Contract 2015-090.
- c.** Wescom Service Agreement

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1.3 Contract Term

The Contract and all obligations of the parties hereunder shall become effective after full execution by the parties, and the receipt of required governmental approvals, including, but not limited to, Governor and Executive Council of the State of New Hampshire approval ("Effective Date").

The Contract shall begin on the Effective Date and extend through February 29, 2020. The Term may be extended annually for one-year extensions ("Extended Term") at the sole option of the State, subject to the parties' prior written agreement on applicable fees for each extended term, up to but not beyond February 28, 2023.

American Institutes for Research shall commence work upon issuance of a Notice to Proceed by the State.

The State does not require Wescom to commence work prior to the Effective Date; however, if Wescom commences work prior to the Effective Date and a Notice to Proceed, such work shall be performed at the sole risk of Wescom. In the event that the Contract does not become effective, the State shall be under no obligation to pay Wescom for any costs incurred or Services performed; however, if the Contract becomes effective, all costs incurred prior to the Effective Date shall be paid under the terms of the Contract.

Time is of the essence in the performance of American Institutes for Research's obligations under the Contract.

2. COMPENSATION

2.1 Contract Price

The Contract price, method of payment, and terms of payment are identified and more particularly described in Contract Exhibit B: *Price and Payment Schedule*.

2.2 Non-Exclusive Contract

This is a Non-Exclusive, Not to Exceed ("NTE") Contract with price and term limitations as set forth in the Contract.

The State reserves the right, at its discretion, to retain other contractors to provide any of the Services or Deliverables identified under this procurement or make an award by item, part or portion of an item, group of items, or total Proposal. Wescom shall not be responsible for any delay, act, or omission of such other contractors, except that Wescom shall be responsible for any delay, act, or omission of the other contractors if such delay, act, or omission is caused by or due to the fault of Wescom.

Notwithstanding any other provision of the Contract to the contrary, in no event shall total payments under the Contract exceed \$310,718. \$377,687. *A.P. m*

3. CONTRACT MANAGEMENT

The Project shall require the coordinated efforts of a Project Team consisting of both Wescom and State personnel. Wescom shall provide all necessary resources to perform its obligations

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under the Contract. Wescom shall be responsible for managing the Project to its successful completion.

3.1 Wescom's Contract Manager

Wescom shall assign a Contract Manager who shall be responsible for all Contract authorization and administration. Wescom's Contract Manager is:

Richard Guttman
Vice President and General Counsel
6975 Creditview Road
Mississauga, ON L5N 8E9
Tel: 800-277-5889

3.2 Wescom's Project Manager

3.2.1 Contract Project Manager

Wescom shall assign a Project Manager who meets the requirements of the Contract. Wescom's selection of the Wescom Project Manager shall be subject to the prior written approval of the State. The State's approval process may include, without limitation, at the State's discretion, review of the proposed Wescom Project Manager's resume, qualifications, references, and background checks, and an interview. The State may require removal or reassignment of Wescom's Project Manager who, in the sole judgment of the State, is found unacceptable or is not performing to the State's satisfaction.

3.2.2 Wescom Project Manager must be qualified to perform the obligations required of the position under the Contract, shall have full authority to make binding decisions under the Contract, and shall function as Wescom's representative for all administrative and management matters. Wescom's Project Manager shall perform the duties required under the Contract, including, but not limited to, those set forth in Contract Exhibit I, Section 2. Wescom's Project Manager must be available to promptly respond during Normal Business Hours within two (2) hours to inquiries from the State, and be at the site as needed. Wescom's Project Manager must work diligently and use his/ her best efforts on the Project.

3.2.3 Wescom shall not change its assignment of Wescom Project Manager without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Wescom's Project Manager shall not be unreasonably withheld. The replacement Project Manager shall have comparable or greater skills than Wescom Project Manager being replaced; meet the requirements of the Contract, and be subject to reference and background checks described above in Contract Agreement Part 2, Section 3.2.1: *Contract Project Manager*, and in Contract Agreement Part 2, Section 3.6: *Reference and Background Checks*, below. Wescom shall assign a replacement Wescom Project Manager within ten (10) business days of the departure of the prior Wescom Project Manager, and Wescom shall continue during the ten (10) business day period to provide competent Project management Services through the assignment of a qualified interim Wescom Project Manager.

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- 3.2.4** Notwithstanding any other provision of the Contract, the State shall have the option, at its discretion, to terminate the Contract, declare Wescom in default and pursue its remedies at law and in equity, if Wescom fails to assign a Wescom Project Manager meeting the requirements and terms of the Contract.
- 3.2.5** Wescom Project Manager is:
Mike Schiller
Program Manager
6975 Creditview Road
Mississauga ON L5N 8EN
Tel: 800-277-5889

3.3 Wescom Key Project Staff

- 3.3.1** Wescom shall assign Key Project Staff who meet the requirements of the Contract, and can implement the Software Solution meeting the requirements set forth in - Appendix C: *System Requirements and Deliverables*, Table C.1: *System Requirements and Deliverables-Wescom Response Checklist*. The State may conduct reference and background checks on Wescom Key Project Staff. The State reserves the right to require removal or reassignment of Wescom's Key Project Staff who are found unacceptable to the State. Any background checks shall be performed in accordance with the Contract Agreement Section 4.10: *Background Checks*.
- 3.3.2** Wescom shall not change any Wescom Key Project Staff commitments without providing the State written justification and obtaining the prior written approval of the State. State approvals for replacement of Wescom Key Project Staff shall not be unreasonably withheld. The replacement Wescom Key Project Staff shall have comparable or greater skills than Wescom Key Project Staff being replaced; meet the requirements of the Contract, including but not limited to the Requirements.
- 3.3.3** Notwithstanding any other provision of the Contract to the contrary, the State shall have the option to terminate the Contract, declare Wescom in default and to pursue its remedies at law and in equity, if Wescom fails to assign Key Project Staff meeting the requirements and terms of the Contract or if it is dissatisfied with Wescom's replacement Project staff.

3.4 State Contract Manager

The State shall assign a Contract Manager who shall function as the State's representative with regard to Contract administration. The State Contract Manager is:
Margaret LaBrecque
Commandant
139 Winter Street
Tilton, NH 03276
Tel: (603) 527-4844

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3.5 State Project Manager

The State shall assign a Project Manager. The State Project Manager's duties shall include the following:

- a. Leading the Project;
- b. Managing significant issues and risks.
- c. Reviewing and accepting Contract Deliverables;
- d. Invoice sign-offs;
- e. Review and approval of change proposals; and
- f. Managing stakeholders' concerns.

The State Project Manager is:

Donna Wheeler
IT Manager
139 Winter Street
Tilton, NH 03276
Tel: (603) 527-4416

3.6 Reference and Background Checks

The State may, at its sole expense, conduct reference and background screening of the Wescom Project Manager and Wescom Key Project Staff. The State shall maintain the confidentiality of background screening results in accordance with the Contract Agreement, Part 2-Section 11: *Use of State's Information, Confidentiality*.

4. DELIVERABLES

4.1 Wescom Responsibilities

Wescom shall be solely responsible for meeting all requirements, and terms and conditions specified in this Contract, regardless of whether or not a Subcontractor is used.

Wescom may subcontract Services subject to the provisions of the Contract. Wescom must submit all information and documentation relating to the Subcontractor, including terms and conditions consistent with this Contract. The State shall consider Wescom to be wholly responsible for the performance of the Contract and the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

4.2 Deliverables and Services

Wescom shall provide the State with the Deliverables and Services in accordance with the time frames in the Work Plan for this Contract, and as more particularly described in Contract Exhibit A: *Contract Deliverables*.

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Upon its submission of a Deliverable or Service, Wescom represents that it has performed its obligations under the Contract associated with the Deliverable or Service.

4.3 Non-Software and Written Deliverables Review and Acceptance

After receiving written Certification from Wescom that a Non-Software or Written Deliverable is final, complete, and ready for Review, the State shall Review the Deliverable to determine whether it meets the specifications outlined in the contract. The State shall notify Wescom in writing of its Acceptance or rejection of the Deliverable within five (5) business days of the State's receipt of Wescom's written Certification. If the State rejects the Deliverable, the State shall notify Wescom of the nature and class of the Deficiency and Wescom shall correct the Deficiency within the period identified in the Work Plan. If no period for Wescom's correction of the Deliverable is identified, Wescom shall correct the Deficiency in the Deliverable within five (5) business days. Upon receipt of the corrected Deliverable, the State shall have five (5) business days to review the Deliverable and notify Wescom of its Acceptance or rejection thereof, with the option to extend the Review Period up to five (5) additional business days. If Wescom fails to correct the Deficiency within the allotted period of time, the State may, at its option, continue reviewing the Deliverable and require Wescom to continue until the Deficiency is corrected, or immediately terminate the Contract, declare Wescom in default, and pursue its remedies at law and in equity.

4.4 System/Software Testing and Acceptance

System/Software Testing and Acceptance shall be performed as set forth in the Test Plan and more particularly described in Exhibit F: *Testing Services*.

4.5 Security

The State must ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of its information technology resources, information, and services. State resources, information, and services must be available on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and safeguard State networks, Systems and Data.

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures, and controls covering such areas as identification, authentication, and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's hardware, software, and its related Data assets. See *Contract Agreement –Part 3 – Exhibit F: Testing* for detailed information on requirements for Security testing.

5. SOFTWARE

5.1 Software and Documentation

Wescom shall provide the State with access to the Software and Documentation set forth in the Contract, and particularly described in Exhibit J: *Software License and Related Terms*.

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5.2 Software Hosting, Support, and Maintenance

Wescom shall provide the State with Software support and Maintenance Services set forth in the Contract, and particularly described in Exhibit G: *Hosting, Maintenance, and Support*.

5.3 Restrictions

Except as otherwise permitted under the Contract, the State agrees not to:

- a. Remove or modify any program markings or any notice of Wescom's proprietary rights;
- b. Make the programs or materials available in any manner to any third party for use in the third party's business operations, except as permitted herein; or
- c. Cause or permit reverse engineering, disassembly or recompilation of the program

5.4 .Title

Wescom must hold the right to allow the State to use the Software or hold all title, right, and interest in the Software and its associated Documentation

6. WARRANTY

Wescom shall provide the Warranty and Warranty Services set forth in the Contract, and particularly described in Exhibit K: *Warranty and Warranty Services*.

7. SERVICES

Wescom shall provide the Services required under the Contract Documents. All Services shall meet, and be performed, in accordance with the Specifications.

7.1 Administrative Services

Wescom shall provide the State with the administrative Services set forth in the Contract, and particularly described in Exhibit D: *Administrative Services*.

7.2 Implementation Services

Wescom shall provide the State with the Implementation Services set forth in the Contract, and particularly described in Exhibit E: *Implementation Services*.

7.3 Testing Services

Wescom shall perform testing Services for the State set forth in the Contract, and particularly described in Exhibit F: *Testing Services*.

7.4 Training Services

Wescom shall provide the State with training Services set forth in the Contract, and particularly described in Exhibit L: *Training Services*.

7.5 Maintenance and Support Services

Wescom shall provide the State with Maintenance and support Services for the Software set forth in the Contract, and particularly described in Exhibit G: *System Maintenance and Support*.

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8. WORK PLAN DELIVERABLE

Wescom shall provide the State with a Work Plan that shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule.

The initial Work Plan shall be a separate Deliverable and is set forth in Contract Exhibit I: *Work Plan*. Wescom shall update the Work Plan as necessary, but no less than weekly, to accurately reflect the status of the Project, including without limitation, the Schedule, tasks, Deliverables, major milestones, task dependencies, and payment Schedule. Any such updates to the Work Plan must be approved by the State, in writing, prior to final incorporation into Contract Exhibit I: *Work Plan*. The updated Contract Exhibit I: *Work Plan*, as approved by the State, is incorporated herein by reference.

Unless otherwise agreed in writing by the State, changes to the Contract Exhibit I: *Work Plan* shall not relieve Wescom from liability to the State for damages resulting from Wescom's failure to perform its obligations under the Contract, including, without limitation, performance in accordance with the Schedule.

In the event of any delay in the Schedule, Wescom must immediately notify the State in writing, identifying the nature of the delay, i.e., specific actions or inactions of Wescom or the State causing the problem; its estimated duration period to reconciliation; specific actions that need to be taken to correct the problem; and the expected Schedule impact on the Project.

In the event additional time is required by Wescom to correct Deficiencies, the Schedule shall not change unless previously agreed in writing by the State, except that the Schedule shall automatically extend on a day-to-day basis to the extent that the delay does not result from Wescom's failure to fulfill its obligations under the Contract. To the extent that the State's execution of its major tasks takes longer than described in the Work Plan, the Schedule shall automatically extend on a day-to-day basis.

Notwithstanding anything to the contrary, the State shall have the option to terminate the Contract for default, at its discretion, if it is dissatisfied with Wescom's Work Plan or elements within the Work Plan.

9. CHANGE ORDERS

The State may make changes or revisions at any time by written Change Order. The State originated changes or revisions shall be approved by the Department of Information Technology. Within five (5) business days of Wescom's receipt of a Change Order, Wescom shall advise the State, in detail, of any impact on cost (e.g., increase or decrease), the Schedule, or the Work Plan.

Wescom may request a change within the scope of the Contract by written Change Order, identifying any impact on cost, the Schedule, or the Work Plan. The State shall attempt to respond to Wescom's requested Change Order within five (5) business days. The New Hampshire Veteran's Home, as well as the Department of Information Technology, must approve all Change Orders in writing. The State shall be deemed to have rejected the Change Order if the parties are unable to reach an agreement in writing.

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All Change Order requests from Wescom to the State, and the State acceptance of Wescom's estimate for a State requested change, shall be acknowledged and responded to, either acceptance or rejection, in writing. If accepted, the Change Order(s) shall be subject to the Contract amendment process, as determined to apply by the State.

10. INTELLECTUAL PROPERTY

The American Institutes for Research own the copyrights, trademarks, and related intellectual property covered under this agreement. This agreement does not convey any exclusive rights, title, or interest in or to intellectual property to New Hampshire. New Hampshire shall not take any actions that would limit or restrict access to the materials by other states or otherwise adversely affect the proprietary nature of the software or other intellectual property.

The State shall hold all ownership, title, and rights in any Custom Software developed in connection with performance of obligations under the Contract, or modifications to the Software, and their associated Documentation including any and all performance enhancing operational plans and Wescom's special utilities. The State shall have sole right to produce, publish, or otherwise use such Software, modifications, and Documentation developed under the Contract and to authorize others to do so.

In no event shall Wescom be precluded from developing for itself, or for others, materials that are competitive with, or similar to Custom Software, modifications developed in connection with performance of obligations under the Contract. In addition, Wescom shall be free to use its general knowledge, skills, experience, and any other ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this agreement

10.1 State's Data

All rights, title and interest in State Data shall remain with the State.

10.2 Wescom's Materials

Subject to the provisions of this Contract, Wescom may develop for itself, or for others, materials that are competitive with, or similar to, the Deliverables. In accordance with the confidentiality provision of this Contract, Wescom shall not distribute any products containing or disclose any State Confidential Information. Wescom shall be free to use its general knowledge, skills and experience, and any ideas, concepts, know-how, and techniques that are acquired or used in the course of its performance under this Contract, provided that such is not obtained as the result of the deliberate memorization of the State Confidential Information by Wescom employees or third party consultants engaged by Wescom.

Without limiting the foregoing, the parties agree that the general knowledge referred to herein cannot include information or records not subject to public disclosure under New Hampshire RSA Chapter 91-A, which includes but is not limited to the following: records of grand juries and petit juries; records of parole and pardon boards; personal school records of pupils; records pertaining to internal personnel practices, financial information, test questions, scoring keys and other examination data use to administer a licensing examination, examination for employment,

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or academic examination and personnel, medical, welfare, library use, video tape sale or rental, and other files containing personally identifiable information that is private in nature.

10.3 State Website Copyright

WWW Copyright and Intellectual Property Rights

All right, title and interest in the State WWW site, including copyright to all Data and information, shall remain with the State. The State shall also retain all right, title and interest in any user interfaces and computer instructions embedded within the WWW pages. All WWW pages and any other Data or information shall, where applicable, display the State's copyright.

10.4 Survival

This Contract Agreement Section 10: *Intellectual Property* shall survive the termination of the Contract.

11. USE OF STATE'S INFORMATION, CONFIDENTIALITY

11.1 Use of State's Information

In performing its obligations under the Contract, Wescom may gain access to information of the State, including State Confidential Information. "State Confidential Information" shall include, but not be limited to, information exempted from public disclosure under New Hampshire RSA Chapter 91-A: *Access to Public Records and Meetings* (see e.g. RSA Chapter 91-A: 5 *Exemptions*). Wescom shall not use the State Confidential Information developed or obtained during the performance of, or acquired, or developed by reason of the Contract, except as directly connected to and necessary for Wescom's performance under the Contract.

11.2 State Confidential Information

Wescom shall maintain the confidentiality of and protect from unauthorized use, disclosure, publication, and reproduction (collectively "release"), all State Confidential Information that becomes available to Wescom in connection with its performance under the Contract, regardless of its form.

Subject to applicable federal or State laws and regulations, Confidential Information shall not include information which: (i) shall have otherwise become publicly available other than as a result of disclosure by the receiving party in breach hereof; (ii) was disclosed to the receiving party on a non-confidential basis from a source other than the disclosing party, which the receiving party believes is not prohibited from disclosing such information as a result of an obligation in favor of the disclosing party; (iii) is developed by the receiving party independently of, or was known by the receiving party prior to, any disclosure of such information made by the disclosing party; or (iv) is disclosed with the written consent of the disclosing party. A receiving party also may disclose Confidential Information to the extent required by an order of a court of competent jurisdiction.

Any disclosure of the State Confidential Information shall require the prior written approval of the State. Wescom shall immediately notify the State if any request, subpoena or other legal process is served upon Wescom regarding the State Confidential Information, and Wescom

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shall cooperate with the State in any effort the State undertakes to contest the request, subpoena or other legal process, at no additional cost to the State.

In the event of the unauthorized release of State Confidential Information, Wescom shall immediately notify the State, and the State may immediately be entitled to pursue any remedy at law and in equity, including, but not limited to, injunctive relief.

11.3 Wescom Confidential Information

Insofar as Wescom seeks to maintain the confidentiality of its confidential or proprietary information, Wescom must clearly identify in writing all information it claims to be confidential or proprietary. Notwithstanding the foregoing, the State acknowledges that Wescom considers the Software and Documentation to be Confidential Information. Wescom acknowledges that the State is subject to State and federal laws governing disclosure of information including, but not limited to, RSA Chapter 91-A. The State shall maintain the confidentiality of the identified Confidential Information insofar as it is consistent with applicable State and federal laws or regulations, including but not limited to, RSA Chapter 91-A. In the event the State receives a request for the information identified by Wescom as confidential, the State shall notify Wescom and specify the date the State shall be releasing the requested information. At the request of the State, Wescom shall cooperate and assist the State with the collection and review of Wescom's information, at no additional expense to the State. Any effort to prohibit or enjoin the release of the information shall be Wescom's sole responsibility and at Wescom's sole expense. If Wescom fails to obtain a court order enjoining the disclosure, the State shall release the information on the date specified in the State's notice to Wescom, without any liability to Wescom.

11.4 Survival

This Contract Agreement Section 11, *Use of State's Information, Confidentiality*, shall survive termination or conclusion of the Contract.

12. LIMITATION OF LIABILITY

12.1 State

Subject to applicable laws and regulations, in no event shall the State be liable for any consequential, special, indirect, incidental, punitive, or exemplary damages. Subject to applicable laws and regulations, the State's liability to Wescom shall not exceed the total Contract price set forth in Contract Agreement, Section 1.8 of the *Contract Agreement –Part 1-General Provisions*.

Notwithstanding the foregoing and any provision of this Contract to the contrary, in no event does the State waive its sovereign immunity or any applicable defenses or immunities.

12.2 Wescom

Subject to applicable laws and regulations, in no event shall Wescom be liable for any consequential, special, indirect, incidental, punitive or exemplary damages and Wescom's liability to the State shall not exceed two times the total contract price.

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Notwithstanding the foregoing, the limitation of liability in this SOW Section 12.2 shall not apply to Wescom's indemnification obligations set forth in the *Contract Agreement* Part 1-Section 13: *Indemnification* and confidentiality obligations in Contract Agreement-Part 2-Section 11: *Use of State's Information, Confidentiality*, which shall be unlimited.

12.3 State's Immunity

Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract conclusion.

12.4 Survival

This *Contract Agreement*- Part 2-Section 12: *Limitation of Liability* shall survive termination or Contract conclusion.

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13. TERMINATION

This Section 13 shall survive the termination or Contract Conclusion.

13.1 Termination for Default

Any one or more of the following acts or omissions of Wescom shall constitute an event of default hereunder ("Event of Default")

- a. Failure to perform the Services satisfactorily or on schedule;
- b. Failure to submit any report required; and/or
- c. Failure to perform any other covenant, term or condition of the Contract

13.1.1 Upon the occurrence of any Event of Default, the State may take any one or more, or all, of the following actions:

- a. Unless otherwise provided in the Contract, the State shall provide Wescom written notice of default and require it to be remedied within, in the absence of a greater or lesser specification of time, within thirty (30) days from the date of notice, unless otherwise indicated within by the State ("Cure Period"). If Wescom fails to cure the default within the Cure Period, the State may terminate the Contract effective two (2) days after giving Wescom notice of termination, at its sole discretion, treat the Contract as breached and pursue its remedies at law or in equity or both.
- b. Give Wescom a written notice specifying the Event of Default and suspending all payments to be made under the Contract and ordering that the portion of the Contract price which would otherwise accrue to Wescom during the period from the date of such notice until such time as the State determines that Wescom has cured the Event of Default shall never be paid to Wescom.
- c. Set off against any other obligations the State may owe to Wescom any damages the State suffers by reason of any Event of Default;
- d. Treat the Contract as breached and pursue any of its remedies at law or in equity, or both.
- e. Procure Services that are the subject of the Contract from another source and Wescom shall be liable for reimbursing the State for the replacement Services, and all administrative costs directly related to the replacement of the Contract and procuring the Services from another source, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, and staff time costs; all of which shall be subject to the limitations of liability set forth in the Contract.

13.1.2 Wescom shall provide the State with written notice of default, and the State shall cure the default within thirty (30) days.

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13.1.3 Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive termination or Contract Conclusion.

13.2 Termination for Convenience

13.2.1 The State may, at its sole discretion, terminate the Contract for convenience, in whole or in part, by thirty (30) days written notice to Wescom. In the event of a termination for convenience, the State shall pay Wescom the agreed upon price, if separately stated in this Contract, for Deliverables for which Acceptance has been given by the State. Amounts for Services or Deliverables provided prior to the date of termination for which no separate price is stated under the Contract shall be paid, in whole or in part, generally in accordance with Contract Exhibit B, *Price and Payment Schedule*, of the Contract.

13.2.2 During the thirty (30) day period, Wescom shall wind down and cease Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the State from such winding down and cessation of Services.

13.3 Termination for Conflict of Interest

13.3.1 The State may terminate the Contract by written notice if it determines that a conflict of interest exists, including but not limited to, a violation by any of the parties hereto of applicable laws regarding ethics in public acquisitions and procurement and performance of Contracts.

In such case, the State shall be entitled to a pro-rated refund of any current development, support, and maintenance costs. The State shall pay all other contracted payments that would have become due and payable if Wescom did not know, or reasonably did not know, of the conflict of interest.

13.3.2 In the event the Contract is terminated as provided above pursuant to a violation by Wescom, the State shall be entitled to pursue the same remedies against Wescom as it could pursue in the event of a default of the Contract by Wescom.

13.4 Termination Procedure

13.4.1 Upon termination of the Contract, the State, in addition to any other rights provided in the Contract, may require Wescom to deliver to the State any property, including without limitation, Software and Written Deliverables, for such part of the Contract as has been terminated.

13.4.2 After receipt of a notice of termination, and except as otherwise directed by the State, Wescom shall:

- a. Stop work under the Contract on the date, and to the extent specified, in the notice;

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- b. Promptly, but in no event longer than thirty (30) days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the State to the extent required, which approval or ratification shall be final for the purpose of this Section;
- c. Take such action as the State directs, or as necessary to preserve and protect the property related to the Contract which is in the possession of Wescom and in which the State has an interest;
- d. Transfer title to the State and deliver in the manner, at the times, and to the extent directed by the State, any property which is required to be furnished to the State and which has been accepted or requested by the State; and
- e. Provide written Certification to the State that Wescom has surrendered to the State all said property.
- f. Assist in Transition Services, as reasonably requested by the State at no additional cost.

14. CHANGE OF OWNERSHIP

In the event that Wescom should change ownership for any reason whatsoever, the State shall have the option of continuing under the Contract with Wescom, its successors or assigns for the full remaining term of the Contract; continuing under the Contract with Wescom, its successors or assigns for such period of time as determined necessary by the State; or immediately terminate the Contract without liability to Wescom, its successors or assigns.

15. ASSIGNMENT, DELEGATION AND SUBCONTRACTS

- 15.1** Wescom shall not assign, delegate, subcontract, or otherwise transfer any of its interest, rights, or duties under the Contract without the prior written consent of the State. Such consent shall not be unreasonably withheld. Any attempted transfer, assignment, delegation, or other transfer made without the State's prior written consent shall be null and void, and may constitute an event of default at the sole discretion of the State.
- 15.2** Wescom shall remain wholly responsible for performance of the entire Contract even if assignees, delegates, Subcontractors, or other transferees ("Assigns") are used, unless otherwise agreed to in writing by the State, and the Assigns fully assumes in writing any and all obligations and liabilities under the Contract from the Effective Date. In the absence of a written assumption of full obligations and liabilities of the Contract, any permitted assignment, delegation, subcontract, or other transfer shall neither relieve Wescom of any of its obligations under the Contract nor affect any remedies available to the State against Wescom that may arise from any event of default of the provisions of the contract. The State shall consider Wescom to be the sole point of contact with regard to all contractual matters, including payment of any and all charges resulting from the Contract.

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15.3 Notwithstanding the foregoing, nothing herein shall prohibit Wescom from assigning the Contract to the successor of all or substantially all of the assets or business of Wescom provided that the successor fully assumes in writing all obligations and responsibilities under the Contract. In the event that Wescom should change ownership, as permitted under this Contract Agreement Part 2, Section 14: *Change of Ownership*, the State shall have the option to continue under the Contract with Wescom, its successors or assigns for the full remaining term of the Contract; continue under the Contract with Wescom, its successors or assigns for such period of time as determined necessary by the State; or immediately terminating the Contract without liability to Wescom, its successors or assigns.

16. DISPUTE RESOLUTION

Prior to the filing of any formal proceedings with respect to a dispute (other than an action seeking injunctive relief with respect to intellectual property rights or Confidential Information), the party believing itself aggrieved (the "Invoking Party") shall call for progressive management involvement in the dispute negotiation by written notice to the other party. Such notice shall be without prejudice to the Invoking Party's right to any other remedy permitted under the Contract.

The parties shall use reasonable efforts to arrange personal meetings and/or telephone conferences as needed, at mutually convenient times and places, between negotiators for the parties at the following successive management levels, each of which shall have a period of allotted time as specified below in which to attempt to resolve the dispute:

Dispute Resolution Responsibility and Schedule Table

LEVEL	CONTRACTOR	STATE	<u>CUMULATIVE ALLOTTED TIME</u>
Primary	Barb Penny Account Manager	Chris Hillson Technician	5 Business Days
First	Mike Schiller Program Manager	Donna Wheeler NHVH Project Manager	10 Business Days
Second	David Hebert Dir. Account Management	Margaret LaBrecque, Commandant	15 Business Days

The allotted time for the first level negotiations shall begin on the date the Invoking Party's notice is received by the other party. Subsequent allotted time is days from the date that the original Invoking Party's notice is received by the other party.

17. ESCROW OF CODE

This section shall not apply

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18. GENERAL PROVISIONS

18.1 Travel Expenses

The State shall not be responsible for any travel or out of pocket expenses incurred in the performance of the Services.

Wescom must assume all travel and related expenses by “fully loading” the proposed labor rates to include, but not limited to: meals, hotel/housing, Wescomfare, car rentals, car mileage, and out of pocket expenses.

18.2 Shipping and Delivery Fee Exemption

The State shall not pay for any shipping or delivery fees unless specifically itemized in the Contract.

18.3 Project Workspace and Office Equipment

The State agency shall work with Wescom to determine the requirements for providing all necessary workspace and office equipment, including desktop computers for Wescom’s staff.

18.4 Access/Cooperation

As applicable, and reasonably necessary, and subject to the applicable State and federal laws and regulations and restrictions imposed by third parties upon the State, the State shall provide Wescom with access to all program files, libraries, personal computer-based systems, software packages, network systems, security systems, and hardware as required to complete contracted services.

The State shall use reasonable efforts to provide approvals, authorizations, and decisions reasonably necessary to allow Wescom to perform its obligations under the Contract.

18.5 Required Work Procedures

All work done must conform to standards and procedures established by the Department of Information Technology and the State.

18.6 Computer Use

In consideration for receiving access to and use of the computer facilities, network, licensed or developed software, software maintained or operated by any of the State entities, systems, equipment, Documentation, information, reports, or data of any kind (hereinafter “Information”), Wescom understands and agrees to the following rules:

- a. Every Authorized User has the responsibility to assure the protection of information from unauthorized access, misuse, theft, damage, destruction, modification, or disclosure.
- b. That information shall be used solely for conducting official State business, and all other use or access is strictly forbidden including, but not limited to, personal, or other private and non-State use and that at no time shall Wescom access or attempt to access any information without having the express authority to do so.

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- c. That at no time shall Wescom access or attempt to access any information in a manner inconsistent with the approved policies, procedures, and /or agreements relating to system entry/access.
- d. That all software licensed, developed, or being evaluated by the State cannot be copied, shared, distributed, sub-licensed, modified, reverse engineered, rented, or sold, and that at all times Wescom must use utmost care to protect and keep such software strictly confidential in accordance with the license or any other Agreement executed by the State. Only equipment or software owned, licensed, or being evaluated by the State, can be used by Wescom. Personal software (including but not limited to palmtop sync software) shall not be installed on any equipment.
- e. That if Wescom is found to be in violation of any of the above-stated rules, the User may face removal from the State Contract, and/or criminal or civil prosecution, if the act constitutes a violation of law.

18.7 Email Use

Mail and other electronic communication messaging systems are State of New Hampshire property and are to be used for business purposes only. Email is defined as "internal Email systems" or "State-funded Email systems". Wescom understand and agree that use of email shall follow State standard policy (available upon request).

18.8 Internet/Intranet Use

The Internet/Intranet is to be used for access to and distribution of information in direct support of the business of the State of New Hampshire according to State standard policy (available upon request).

18.9 Regulatory Government Approvals

Wescom shall obtain all necessary and applicable regulatory or other governmental approvals necessary to perform its obligations under the Contract.

18.10 Force Majeure

Neither Wescom nor the State shall be responsible for delays or failures in performance resulting from events beyond the control of such party and without fault or negligence of such party. Such events shall include, but not be limited to, acts of God, strikes, lock outs, riots, and acts of War, epidemics, acts of Government, fire, power failures, nuclear accidents, earthquakes, and unusually severe weather.

Except in the event of the foregoing, Force Majeure events shall not include Wescom's inability to hire or provide personnel needed for Wescom's performance under the Contract.

18.11 Insurance

18.11.1 Wescom Insurance Requirement

See Contract Agreement Part 1-Form P-37 Section 14.

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18.11.2 The ACORD Insurance Certificate should note the Certificate Holder in the lower left hand block including State of New Hampshire, Department Name, name of the individual responsible for the funding of the contracts and his/her address.

18.12 Exhibits

The Exhibits referred to, in and attached to the Contract are incorporated by reference as if fully included in the text.

18.13 Venue and Jurisdiction

Any action on the Contract may only be brought in the State of New Hampshire Merrimack County Superior Court.

18.14 Survival

The terms, conditions and warranties contained in the Contract that by their context are intended to survive the completion of the performance, cancellation or termination of the Contract shall so survive, including, but not limited to, the terms of the *Contract Agreement Exhibit D Section 3: Records Retention and Access Requirements*, *Contract Agreement Exhibit D Section 4: Accounting Requirements*, and *Contract Agreement Part 2-Section 11: Use of State's Information, Confidentiality* and *Contract Agreement Part 1- Section 13: Indemnification* which shall all survive the termination of the Contract.

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EXHIBIT A - CONTRACT DELIVERABLES**

1. DELIVERABLES, MILESTONES AND ACTIVITIES

Wescom shall provide the New Hampshire State Veteran's home with software system provided though a Software As A Service (SAAS) format and associated services for NHVH to automate the process of medication order entry and medication /treatment administration records.

The Deliverables and the Service Agreement are set forth in the Schedule described below in Section 2. By unconditionally accepting a Deliverable, the State reserves the right to reject any and all Deliverables in the event the State detects any Deficiency in the System, in whole or in part, through completion of all Acceptance Testing, including but not limited to, Software/System Acceptance Testing, and any extensions thereof.

Pricing for Deliverables set forth in Exhibit B: *Price and Payment Schedule*. Pricing will be effective for the Term of this Contract, and any extensions thereof.

2. DELIVERABLES, MILESTONES, AND ACTIVITIES SCHEDULE

2.1 Implementation Schedule – Activities / Deliverables / Milestones

Deliverables: Task Name	Duration (Days)	Start (Effective Date plus)	Finish (Effective Date plus)	Deliverable Type
New Hampshire Veteran's Home EMR				
Kickoff/Planning Meeting	1	10 Days	10 Days	Written
Management Meetings	Throughout as needed	Throughout as needed	Throughout as needed	Written
DB Created - EMR	5	10 Days	15 Days	Software
DB Created - Pharmacy	10	30 Days	40 Days	Software
Project Plan Finalized - EMR	10	10 Days	20 Days	Written
Project Plan Finalized - Pharmacy	10	40 Days	50 Days	Written
Portal Established - EMR	10	10 Days	20 Days	Software
Portal Established – Pharmacy (Dependent of NHVH Rx)	10	40 Days	50 Days	Software & NHVH Rx
Go Live – EMR (Non-Integrated)	15	10 Days	25 Days	Software
Full Module Implementation - EMR	15	45 Days	60 Days	Software
Go Live – Pharmacy Integration (Dependent of NHVH Rx)	60	60 Days	60 Days	Software & NHVH Rx
Full Module Implementation - Pharmacy	60	60 Days	60 Days	Software
User Acceptance (User has tested and affirmed that all requirements are fulfilled)	30	30 Days	90 Days	Written
Project Close and Transition	120	60 Days	240 Days	Written

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EXHIBIT A - CONTRACT DELIVERABLES**

Attachment 1: Wescom Subscription Service Agreement establishes the detailed Service Deliverables and Procedures.

3. TRAINING DELIVERABLES

Training will be in accordance with the requirements set forth in Contract Exhibit L: *Training Services* and the Schedule established by the *Work Plan*, Contract Exhibit I. All pricing has been established in Contract Exhibit B: *Price and Payment Schedule*.

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EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

1. DELIVERABLE PAYMENT SCHEDULE

1.1 Not to Exceed

This is a Not to Exceed (NTE) Contract totaling \$377,687.00 for the period between the Effective Date through February 29, 2020 Wescom shall be responsible for performing its obligations in accordance with the Contract. This Contract will allow Wescom to invoice the State for the following activities, Deliverables, or milestones appearing in the price and payment tables below.

See Attachment 2: Quote #33554

See Attachment 3: Quote #33556

See Attachment 4: Quote #33775

Table 1 – Wescom Cost Summary

	Desc	Bed Quantity	Monthly Rate	One Time Cost
PCC PLUS	Per Quote # 33554	250	\$3,184.20	
eINTERACT	Per Quote # 33554	250	\$384.30	
3rd Party Interface	Per Quote # 33554	250	\$384.30	
Tray Card Subscription	Per Quote # 33554	250	164.70	
Pro-Tracking	Per Quote # 33554	250	576.45	
Integrated Med Mgmt	Per Quote # 33775	250	\$915.00	
System Orientation	Per Quote # 33556			\$1,000.00
Facility Integration	Per Quote # 33556			\$150.00
End User Training and Onsite Visit 10 Visits / Yr for Two Years	Per Quote # 33556			\$32,000.00
Pharmacy Integration	Per Quote # 33556			\$7,500.00
Project Management Tray Card				\$500.00
Total Monthly (recurring)			\$5,608.95	
Total Annual (recurring)			\$67,307.40	
Total 5 Year Cost (recurring)			\$336,537.00	

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EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

Total One Time Cost				\$41,150.00
Total Contract Cost				\$377,687.00

2. TOTAL CONTRACT PRICE

Notwithstanding any provision in the Contract to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments made by the State exceed \$377,687.00 (duration of contract). The payment by the State of the total Contract price shall be the only, and the complete reimbursement to Wescom for all fees and expenses, of whatever nature, incurred by Wescom in the performance hereof.

The State will not be responsible for any travel or out of pocket expenses incurred in the performance of the Services performed under this Contract.

3. INVOICING

Wescom shall submit correct invoices to the State for all amounts to be paid by the State. All invoices submitted shall be subject to the State's prior written approval, which shall not be unreasonably withheld. Wescom shall only submit invoices for Services or Deliverables as permitted by the Contract. Invoices must be in a format as determined by the State and contain detailed information, including without limitation: itemization of each Deliverable and identification of the Deliverable for which payment is sought, and the Acceptance date triggering such payment; date of delivery and/or installation; monthly maintenance charges; any other Project costs or retention amounts if applicable.

Upon Acceptance of a Deliverable, and a properly documented and undisputed invoice, the State will pay the correct and undisputed invoice within thirty (30) days of invoice receipt. Invoices will not be backdated and shall be promptly dispatched.

Invoices shall be sent to:
New Hampshire Veteran's Home
Business Office
139 Winter Street
Tilton, NH 03276

4. PAYMENT ADDRESS

All payments shall be sent to the following address:
Wescom Solutions, Inc.
6975 Creditview Road, Unit 4,
Mississauga, Ontario, L5N 8E9

5. OVERPAYMENTS TO AMERICAN INSTITUTES FOR RESEARCH

Wescom shall promptly, but no later than fifteen (15) business days, return to the State the full amount of any overpayment or erroneous payment upon discovery or notice from the State.

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EXHIBIT B - PRICE AND PAYMENT SCHEDULE**

6. CREDITS

The State may apply credits due to the State arising out of this Contract, against Wescom's invoices with appropriate information attached.

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EXHIBIT C - SPECIAL PROVISIONS**

There are no Special Provisions

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EXHIBIT D - ADMINISTRATIVE SERVICES**

1. STATE MEETINGS AND REPORTS

The State believes that effective communication and reporting are essential to Project success.

The Wescom Key Project Staff shall participate in meetings as requested by the State, in accordance with the requirements and terms of this Contract.

- a. Management and Planning Meetings:** Participants will include the Wescom Key Project Staff and State Project leaders from both the New Hampshire Veteran's Home and the Department of Information Technology. The initial meeting will enable leaders to become acquainted and establish any preliminary Project procedures. Future meetings will track Project status and will include discussions on issues, risks, and planning.
- b. WebEx Conference Calls:** Wescom will host monthly WebEx conference calls. In addition to sharing presentations slides, participating in live video and recording events, attendees can interact with each other regardless of the size of the meeting using a live Q&A.
- c. Management Reports:** This report will summarize, on a weekly basis, the current status of the program, including status on milestones and critical tasks, change management, risk management, and a review of the current issues log.
- d. Security Audits:** This report will summarize third party security audits.

As reasonably requested by the State, Wescom shall provide the State with information or reports regarding the Project. Wescom shall prepare special reports and presentations relating to Project Management, and shall assist the State in preparing reports and presentations, as reasonably requested by the State, all at no additional cost to the State.

2. STATE-OWNED DOCUMENTS AND DATA

Wescom shall provide the State access to all documents, State Data, materials, reports, and other work in progress relating to the Contract ("State Owned Documents"). Upon expiration or termination of the Contract with the State, Wescom shall turn over all State-owned documents, material, reports, and work in progress relating to the Contract to the State at no additional cost to the State. State-owned Documents must be provided in both printed and electronic format.

3. RECORDS RETENTION AND ACCESS REQUIREMENTS

Wescom shall agree to the conditions of all applicable State and federal laws and regulations, which are incorporated herein by reference, regarding retention and access requirements, including without limitation, retention policies consistent with the Federal Acquisition Regulations (FAR) Subpart 4.7 *Wescom Records Retention*.

Wescom and its Subcontractors shall maintain books, records, documents, and other evidence of accounting procedures and practices, which properly and sufficiently reflect all direct and indirect costs invoiced in the performance of their respective obligations under the Contract. Wescom and its Subcontractors shall retain all such records for three (3) years following termination of the Contract, including any extensions. Records relating to any litigation matters regarding the Contract shall be kept

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for one (1) year following the termination of all litigation, including the termination of all appeals or the expiration of the appeal period.

Upon prior notice and subject to reasonable time frames, all such records shall be subject to inspection, examination, audit and copying by personnel so authorized by the State and federal officials so authorized by law, rule, regulation or Contract, as applicable. Access to these items shall be provided within Merrimack County of the State of New Hampshire, unless otherwise agreed by the State. Delivery of and access to such records shall be at no cost to the State during the three (3) year period following termination of the Contract and one (1) year term following litigation relating to the Contract, including all appeals or the expiration of the appeal period. Wescom shall include the record retention and review requirements of this section in any of its subcontracts.

The State agrees that books, records, documents, and other evidence of accounting procedures and practices related to Wescom's cost structure and profit factors shall be excluded from the State's review unless the cost of any other Services or Deliverables provided under the Contract is calculated or derived from the cost structure or profit factors.

4. ACCOUNTING REQUIREMENTS

Wescom shall maintain an accounting system in accordance with generally accepted accounting principles. The costs applicable to the Contract shall be ascertainable from the accounting system and Wescom shall maintain records pertaining to the Services and all other costs and expenditures.

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EXHIBIT E - IMPLEMENTATION SERVICES**

Wescom shall provide the State with the following services set forth in Contract Exhibit A.

1. IMPLEMENTATION STRATEGY

1.1 Key Components

Wescom shall employ an Implementation strategy with a timeline set forth in accordance with the Work Plan

- A. Wescom and the State shall adopt a change management approach to identify and plan key strategies and communication initiatives.
- B. The Wescom team shall provide training templates which shall be customized to address the State's specific requirements.
- C. Wescom shall provide training materials which shall be customized to address the State's specific requirements.
- D. Decisions regarding format, content, style, and presentation shall be made early on in the process, by the State, providing sufficient time for development of material as functionality is defined and configured.
- E. Wescom shall utilize an approach that fosters and requires the participation of State resources, uses their business expertise to assist with the configuration of the applications, and prepares the State to assume responsibility for and ownership of the new Electronic Medical Records (EMR) System. A focus on technology transition shall be deemed a priority.
- F. Wescom shall manage Project execution and provide the tools needed to create and manage the Project's Work Plan and tasks, manage and schedule Project staff, track and manage issues, manage changing requirements, maintain communication within the Project Team, and report status.
- G. Wescom shall adopt an Implementation time-line aligned with the State's required time-line.

1.2 Timeline

The timeline is set forth in the Work Plan. During the initial planning period Project task and resource plans will be established for: the preliminary training plan, the change management plan, communication approaches, Project standards and procedures finalized, and team training initiated.

1.2.1 Implementation

Timing will be structured to recognize interdependencies between applications and structure a cost effective and timely execution.

Processes will be documented, training established, and the application will be ready for Implementation in accordance with the State's schedule.

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1.2.2 Change Management and Training

Wescom's change management and training services shall be focused on developing change management and training strategies and plans. Its approach relies on State resources for the execution of the change management and end user training.

2. IMPLEMENTATION METHODOLOGY

The Wescom team shall provide the consulting Services for the Contract. Its approach includes but is not limited to the following:

Wescom shall utilize a system of specification and planning documents that capture decisions about each System and process. These documents shall facilitate communication among the numerous internal teams, between the Wescom teams and the New Hampshire Veteran's Home (NHVH). The specifications documents shall capture decisions systematically and shall ensure that the technical experts whose work they may affect review those decisions. Wescom shall utilize their toolset that enables the Project directors and managers to analyze the Project requirements. These Wescom tools shall form the basis for clear, open, and accessible communication about the Project Schedule, Deliverables, and specific requirements. The suite includes four types of tools that program directors use to orchestrate the work on the Project:

1. Schedules
2. Planning documents
3. Tracking documents
4. Specification documents

Wescom shall work directly with the NHVH. Wescom program managers shall function as coordinators among the technical experts in the functional areas to ensure a successful Implementation.

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PART 3
EXHIBIT E-1 - SECURITY AND INFRASTRUCTURE**

1. SECURITY

Wescom shall ensure that appropriate levels of security are implemented and maintained in order to protect the integrity and reliability of the State's Information Technology resources, information, and services. Security requirements are defined in Part 3 Exhibit H of the Contract. Wescom shall provide the State resources, information, and Services on an ongoing basis, with the appropriate infrastructure and security controls to ensure business continuity and to safeguard the confidentiality and integrity of State networks, Systems and Data.

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EXHIBIT F – IT TESTING SERVICES**

Wescom shall provide the following Products and Services described in this Exhibit F, including but not limited to:

1.0 IT TESTING AND ACCEPTANCE

Wescom shall bear all responsibilities for IT Test Planning and preparation for the System throughout the Project. Wescom will also provide training as necessary to the State staff responsible for IT Test activities. Wescom shall be responsible for all aspects of IT Testing contained in the Acceptance Test Plan including support, at no additional cost, during User Acceptance Test conducted by the State and the creation of the training materials.

The IT Test Plan methodology shall reflect the needs of the Project and be included in the finalized Work Plan. A separate IT Test Plan and set of IT Test materials will be prepared for each Software function or module.

All IT Testing and Acceptance (both business and technically oriented IT Testing) shall apply to IT Testing the System as a whole, (e.g., software modules or functions, and Implementation(s)). This shall include planning, IT Test scenario and script development, Data and System preparation for IT Testing, and execution of System Integration Tests, Conversion Tests, Installation tests, Regression tests, Performance Tuning and Stress tests, Security Review and tests, and support of the State during User Acceptance Test and Implementation.

In addition, Wescom shall provide a mechanism for reporting actual IT Test results vs. expected results and for the resolution and tracking of all errors and problems identified during IT Test execution. Wescom shall also correct Deficiencies and support required re-testing.

1.1 Installation Testing

In Installation Testing, the application components are installed in the System Test environment to test the installation routines and are refined for the eventual production environment. This activity serves as a dry run of the installation steps in preparation for configuring the production system.

1.2 User Acceptance Testing (UAT)

UAT begins upon completion of the Software configuration as required and user training according to the Work Plan. Testing ends upon issuance of a letter of UAT Acceptance by the State.

PointClickCare will provide Sandbox refreshes from production after Go Live Configuration, POC configuration and eMAR configuration. PointClickCare will also provide Case Studies that can be followed by State staff to ensure the PointClickCare application is functioning to the States standards. Any concerns from Case Studies will be reviewed upon completion. State staff will advise in writing before Go Live processing can commence.

The State shall be presented with all IT Testing results, as well as written Certification that Wescom has successfully completed the prerequisite tests, meeting the defined Acceptance Criteria, and performance standards. The State shall commence IT Testing within five (5) business days of receiving Certification, in writing, from Wescom that the system is installed, configured, complete and ready for

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State testing. The State shall conduct the UAT utilizing scripts developed as identified in the Acceptance Test Plan to validate the functionality of the System and the interfaces, and verify Implementation readiness. UAT is performed in a copy of the production environment and can serve as a performance and stress test of the System. The User Acceptance Test may cover any aspect of the new System, including administrative procedures (such as backup and recovery).

The User Acceptance Test (UAT) is a verification process performed in a copy of the production environment. The User Acceptance Test verifies System functionality against predefined Acceptance criteria that support the successful execution of approved business processes.

UAT will also serve as a performance and stress test of the System. It may cover any aspect of the new System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

The results of the User Acceptance Test provide evidence that the new System meets the User Acceptance criteria as defined in the Work Plan.

Upon successful conclusion of UAT and successful System deployment, the State will issue a letter of UAT Acceptance and the respective Warranty Period shall commence

Activity Description	The System User Acceptance Tests verify System functionality against predefined Acceptance criteria that support the successful execution of approved processes.
Wescom Team Responsibilities	<ul style="list-style-type: none">• Provide the State an Acceptance Test Plan and selection of IT Test scripts for the Acceptance Test.• Monitor the execution of the IT Test scripts and assist as needed during the User Acceptance Test activities.• Work jointly with the State in determining the required actions for problem resolution.
State Responsibilities	<ul style="list-style-type: none">• Approve the development of the User Acceptance Test Plan and the set of data for use during the User Acceptance Test.• Validate the Acceptance Test environment.• Execute the IT Test scripts and conduct User Acceptance Test activities.• Document and summarize Acceptance Test results.• Work jointly with Wescom in determining the required actions for problem resolution.• Provide Acceptance of the validated Systems.
Work Product Description	The Deliverable for User Acceptance Tests is the User Acceptance Test Results. These results provide evidence that the new System meets the User Acceptance criteria defined in the Work Plan.

1.3 Performance Tuning and Stress Testing

Wescom shall develop and document hardware and Software configuration and tuning of the System infrastructure as well as assist and direct the State's System Administrators and Database Administrators in configuring and tuning the infrastructure to support the software throughout the Project

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1.3.1 Scope

The scope of performance IT Testing shall measure the system level metrics critical for the development of the applications infrastructure and operation of the applications in the production environment. It will include the measurement of response rates of the application for end-user transactions and resource utilization (of various servers and network) under various load conditions. These response rates shall become the basis for changes and re-testing until optimum system performance is achieved.

The application transactions shall be identified with specific roles and selected transactions shall be recorded for the performance measurements. These will be compared to baselines to determine if object and/or system performance increases as changes are made.

Performance Testing shall consider the full scope of the application infrastructure with emphasis on the most heavily used or shared transactions. Performance Testing of the application will profile the identified user transactions and assist in the identifying performance gaps to improve the most critical parts of the applications.

Performance Testing and tuning shall occur in the final production environment and shall use a copy of the final production database to provide the best results.

Wescom must lead this effort. Responsibilities include identifying appropriate tunable parameters and their default and recommended settings, developing scripts which accurately reflect business load and coordinating reporting of results.

1.3.2 Performance Test types

Performance Testing shall use two different types of tests to determine the stability of the application. They are baseline tests and load tests

a. Baseline Tests: Baseline tests shall collect performance data and load analysis by running scripts where the output is broken down into business transactions or functions. The test is like a single user executing a defined business transaction. During baseline testing, each individual script is run to establish a baseline for transaction response time, throughput and other user-based metrics. Usually each business transaction is executed multiple times during a single test run to obtain an average for the user-based metrics required for the performance testing evaluations. It must be noted that changes made to the code after baseline testing is completed will skew the results collected to date. All effort will be made to provide a code test base that is tested in the environment for problems prior to the establishment of the baseline, which is used in future testing and tuning efforts. Any changes introduced into the environment after performance testing has started can compromise the accuracy of the results and will force a decision to be made whether baseline results need to be recreated.

b. Load Tests: Load Testing will determine if the behavior of a system can be sustained over a long period of time while running under expected conditions. Load tests help to verify the ability of the application environment under different load conditions based on work load distribution. System response time and utilization is measured and recorded.

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1.3.3 Tuning

Tuning will occur during both the implementation/configuration of the application and load testing. Tuning is the process whereby the application performance is maximized.

For infrastructure tuning, parameters will be identified for all components prior to undertaking the load IT Testing efforts. This should include a list of the variables, their definitions, the default settings, range of acceptable settings and the settings as IT Testing begins. This will permit the team to identify the areas of most potential gain and a starting point. Tuning is a process which is repeated until the team feels that the systems are running at or near optimum performance.

1.3.4 Implementing Performance and Stress Test

Performance and Stress test Tools must be provided by the vendor for this effort. Consideration must be given to licensing with respect to continued use for regression testing. If the vendor is familiar with open source low/no cost tools for this purpose those tools should be identified in your response.

1.3.5 Scheduling Performance and Stress Testing

Wescom shall perform Test Planning. The steps for planning include identification of application functionality as well as what percentage of normal daily use is represented by each function. This information will become the foundation for scripting so that tests closely represent what loads in production will look like.

Wescom shall provide definition and expectations from testing. This definition should include who is in charge of IT Testing and coordinating results, anticipated run times, logs required for tracking, their locations and which technician is responsible to track and provide them following each test to the team.

Initial test runs shall be completed to establish that the tests and data sets can be run to completion without errors. The ratio of types of transactions which makeup the test shall be reviewed prior to the beginning of IT Testing and then again once IT Testing has begun to make sure that IT Testing accurately reflects the system performing in production.

Initial tests shall be used to establish a baseline from which all subsequent tests will be compared. Tests will be considered for baseline status once two of them have been run within 2% of each other in key and overall performance areas. No changes to the test scripts or data sets (with the exception of restores after each test) can be done to the test environment once tuning has begun so as to not damage the comparison to baseline results. The systems must be restarted prior to each test run to assure all cache is cleaned out. All effort will be made to run these tests at a time when system and network infrastructure utilization doesn't impact the results. .

Post test reporting and result assessment will be scheduled following each test. The team will compare these results to the baseline and a determination must be made to make additional changes to the parameter being tuned or return to the prior configuration and select another parameter to tune while keeping in mind that significant changes to any one parameter may require the re Testing of some others. Careful work on identifying dependencies up front should minimize this impact.

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When performing capacity IT Testing against a GUI the focus will be on the ability of the interface to respond to user input.

During stress/load IT Testing the tester will attempt to stress or load an aspect of the system to the point of failure. The goal being to determine weak points in the system architecture. The tester will identify peak load conditions at which the program will fail to handle required processing loads within required time spans.

During Performance IT Testing the tester will design test case scenarios to determine if the system meets the stated performance criteria (i.e. A Login request shall be responded to in 1 second or less under a typical daily load of 1000 requests per minute.). In both cases the tester will determine the capacity of the system under a known set of conditions.

1.4 Regression Testing

As a result, of the user IT Testing activities, problems will be identified that require correction. The State will notify the Vendor of the nature of the test failures in writing. The Vendor will be required to perform additional IT Testing activities in response to State and/or user problems identified from the IT Testing results. Regression testing means selective re-testing to detect faults introduced during the modification effort, both to verify that the modifications have not caused unintended adverse effects, and to verify that the modified and related (possibly affected) System components still meet their specified requirements:

- a.) For each minor failure of an Acceptance Test, the Acceptance Period shall be extended by corresponding time defined in the IT Test Plan.
- b.) Wescom shall notify the State no later than five (5) business days from the Wescom's receipt of written notice of the test failure when Wescom expects the corrections to be completed and ready for re- testing by the State. Wescom will have up to five (5) business days to make corrections to the problem unless specifically extended in writing by the State.
- c.) When a programming change is made in response to a problem identified during user testing, a regression Test Plan should be developed by Wescom based on the understanding of the program and the change being made to the program. The Test Plan has two objectives:
 - 1. validate that the change/update has been properly incorporated into the program; and
 - 2. validate that there has been no unintended change to the other portions of the program.
- d.) Wescom will be expected to:
 - 1. Create a set of test conditions, test cases, and test data that will validate that the change has been incorporated correctly;
 - 2. Create a set of test conditions, test cases, and test data that will validate that the unchanged portions of the program still operate correctly; and
 - 3. Manage the entire cyclic process.

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- e.) Wescom will be expected to execute the regression test, provide actual IT Testing results, and certify its completion in writing to the State prior to passing the modified Software application to the users for retesting.

In designing and conducting such regression testing, Wescom will be required to assess the risks inherent to the modification being implemented and weigh those risks against the time and effort required for conducting the regression tests. In other words, Wescom will be expected to design and conduct regression tests that will identify any unintended consequences of the modification while taking into account Schedule and economic considerations.

1.5 Security Review and Testing

IT Security involves all functions pertaining to the securing of State Data and Systems through the creation and definition of security policies, procedures, and controls covering such areas as identification, authentication, and non-repudiation.

All components of the Software shall be reviewed and tested to ensure they protect the State's Data assets.

Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity, and availability. Security Tests shall, at a minimum, cover each of the service components. Security Test procedures may include Penetration Tests (pen test) or code analysis and Review.

Service Component	Defines the set of capabilities that:
Identification and Authentication	Supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users
Access Control	Supports the management of permissions for logging onto a computer or network
Encryption	Supports the encoding of data for security purposes
Intrusion Detection	Supports the detection of illegal entrance into a computer system
Verification	Supports the confirmation of authority to enter a computer system, application or network
Digital Signature	Guarantees the unaltered state of a file
User Management	Supports the administration of computer, application, and network accounts within an organization.
Role/Privilege Management	Supports the granting of abilities to users or groups of users of a computer, application or network
Audit Trail Capture and Analysis	Supports the identification and monitoring of activities within an application or system
Input Validation	Ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.

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Security Tests shall focus on the technical, administrative, and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity, and availability. Tests shall, at a minimum, cover each of the service components. Test procedures shall include 3rd party Penetration Tests (pen test) or code analysis and review. Prior to promoting the System into production, Wescom shall provide results of all Security Testing to the Department of Information Technology for review and Acceptance. All Software and hardware shall be free of malicious code (malware).

1.6 Successful UAT Completion

Upon successful completion of UAT, the State will issue a Letter of UAT Acceptance. Upon issuance of the Letter of UAT Acceptance by the State, the respective Warranty Period shall commence as set forth in Contract Exhibit K: *Warranty and Warranty Services*.

1.7 System Acceptance

Upon completion of the Warranty Period, the State shall issue a Letter of Final System Acceptance.

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EXHIBIT G – HOSTING, MAINTENANCE, AND SUPPORT SERVICES**

1. SYSTEM MAINTENANCE

Wescom shall host, maintain, and support the System in all material respects as described in the applicable program Documentation after User Acceptance and Deployment for the duration of the Contract.

1.1 Wescom Responsibility

Wescom shall maintain the System in accordance with the Contract. Wescom will not be responsible for maintenance or support for Software developed or modified by the State.

Maintenance Releases

Wescom shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and Documentation that are generally offered to its customers, at no additional cost.

2. SYSTEM SUPPORT

2.1 Wescom Responsibility

Wescom will be responsible for performing remote technical support in accordance with the Contract Documents, including without limitation the requirements, terms, and conditions contained herein.

As part of the Software maintenance agreement, ongoing Software maintenance and support levels, including all new Software releases, shall be responded to according to the Subscription Service Agreement in Exhibit A.

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EXHIBIT H - REQUIREMENTS**

General System requirements are described in Attachment 5 **General System Requirements**

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EXHIBIT I - WORK PLAN**

Wescom's Project Manager and the State Project manager shall finalize the Work Plan within 14 calendar days of the Effective Date and further refine the tasks required to implement the Project. The elements of the preliminary Work Plan are documented in accordance with Wescom's plan to configure and implement the Application Software. Continued development and management of the Work Plan is a joint effort on the part of Wescom and State Project Managers.

The preliminary Work Plan created by Wescom and the State is set forth at the end of this Exhibit.

In conjunction with Wescom's Project Management methodology, which shall be used to manage the Project's life cycle, the Wescom team and the State shall finalize the Work Plan at the onset of the Project. This plan shall identify the **tasks, Deliverables, major milestones, task dependencies, and a payment Schedule** required to implement the Project. It shall also address intra-task dependencies, resource allocations (both State and Wescom team members), refine the Project's scope, and establish the Project's Schedule. See attachment: Project Schedule.xlsx

1. ASSUMPTIONS

A. General

- The State shall provide team members with decision-making authority to support the Implementation efforts, at the level outlined in the Request for Proposal Document State Staffing Matrix.
- All State tasks must be performed in accordance with the revised Work Plan.
- All key decisions will be resolved within five (5) business days. Issues not resolved within this initial period will be escalated to the State Project Manager for resolution.
- Any activities, decisions or issues taken on by the State that affect the mutually agreed upon Work Plan timeline, scope, resources, and costs shall be subject to the identified Change Control process.
- Wescom shall maintain an accounting system in accordance with Generally Accepted Accounting Principles (GAAP).

B. Logistics

- The Wescom Team may perform work at a facility other than that furnished by the State, when practical, at their own expense.
- The Wescom Team shall honor all holidays observed by Wescom or the State, although with permission, may choose to work on holidays and weekends.

C. Project Management

- The State shall approve the Project Management Methodology used for the Project.
- The State shall provide the Project Team with reasonable access to the State personnel as needed to complete Project tasks.
- Wescom assumes that an Alternate Project Manager may be appointed from time to time to handle reasonable and ordinary absences of the Project Manager.
- Wescom will be responsible for managing the project documents.

D. Technical Environment and Management

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- Wescom shall provide the hardware and operating system to host the Project's test and production instances.
- Wescom team shall implement the current operational production version of Wescom's EMR software.

E. Conversions

- Wescom will perform any data conversions required in the project.

F. Project Schedule

- The project is planned to begin upon State of NH Governor and Executive Council approval of the contract with a planned go-live date of Spring 2015

G. Project Status Reporting

- Wescom shall conduct weekly Management Meetings, and provide reports that include, but are not limited to, minutes, action items, test results and Documentation.

H. User Training

- The Wescom Team shall lead the development of the end-user training plans.
- A train the trainer approach shall also be used for the delivery of end-user training.
- The State is responsible for the delivery of end-user training.
- The State shall schedule and track attendance on all end-user training classes.

I. System Performance and Security Testing

- The Wescom Team shall provide a performance test workshop to identify the key scenarios to be tested, the approach and tools required, and best practices information on performance testing.
- The State shall work with Wescom on performance testing as set forth in Contract Exhibit F – *Testing Services*.

2. ROLES AND RESPONSIBILITIES

A. Wescom Team Roles and Responsibilities

1) Wescom Team Project Executive

The Wescom Team's Project Executives (Wescom and Subcontractor Project Executives) shall be responsible for advising on and monitoring the quality of the Implementation throughout the Project life cycle. The Project Executive shall advise the Wescom Team Project Manager and the State's Project leadership on the best practices for implementing the Wescom Software Solution within the State. The Project Executive shall participate in the definition of the Project Plan and provide guidance to the State's Team.

2) Wescom Team Project Manager

The Wescom Team Project Manager shall have overall responsibility for the day-to-day management of the Project and shall plan, track, and manage the activities of the Wescom Implementation Team. The Wescom Team Project Manager will have the following responsibilities:

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- Maintain communications with the State's Project Manager;
- Work with the State in planning and conducting a kick-off meeting;
- Create and maintain the Work Plan;
- Assign Wescom Team consultants to tasks in the Implementation Project according to the scheduled staffing requirements;
- Define roles and responsibilities of all Wescom Team members;
- Provide weekly and monthly update progress reports to the State Project Manager;
- Notify the State Project Manager of requirements for State resources in order to provide sufficient lead time for resources to be made available;
- Review task progress for time, quality, and accuracy in order to achieve progress;
- Review requirements and scheduling changes and identify the impact on the Project in order to identify whether the changes may require a change of scope;
- Implement scope and Schedule changes as authorized by the State Project Manager and with appropriate Change Control approvals as identified in the Implementation Plan;
- Inform the State Project Manager and staff of any urgent issues if and when they arise;
- Provide the State completed Project Deliverables and obtain sign-off from the State's Project Manager.

3) Wescom Team Analysis

The Wescom Team shall conduct analysis of requirements, validate the Wescom Team's understanding of the State business requirements by application, and perform business requirements mapping:

- Construct and confirm application test case scenarios;
- Produce application configuration definitions and configure the applications;
- Conduct testing of the configured application;
- Produce functional Specifications for extensions, conversions, and interfaces;
- Assist the State in the testing of extensions, conversions, and interfaces;
- Assist the State in execution of the State's Acceptance Test;
- Conduct follow-up meetings to obtain feedback, results, and concurrence/approval from the State;
- Assist with the correction of configuration problems identified during system, integration and Acceptance Testing; and
- Assist with the transition to production.

4) Wescom Team Tasks

The Wescom team shall assume the following tasks:

- Development and review of functional and technical Specification to determine that they are at an appropriate level of detail and quality;
- Development and Documentation of conversion and interface programs in accordance with functional and technical Specifications;
- Development and Documentation of installation procedures; and
- Unit testing of conversions and interfaces developed; and
- System Integration Testing.

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B. State Roles and Responsibilities

The following State resources have been identified for the Project. The time demands on the individual State team members will vary depending on the phase and specific tasks of the Implementation. The demands on the Subject Matter Experts' time will vary based on the need determined by the State Leads and the phase of the Implementation.

1) State Project Manager

The State Project Manager shall work with the Wescom Project Manager. The role of the State Project Manager is to manage State resources, facilitate completion of all tasks assigned to State staff, and communicate Project status on a regular basis. The State Project Manager represents the State in all decisions on Implementation Project matters, provides all necessary support in the conduct of the Implementation Project, and provides necessary State resources, as defined by the Work Plan and as otherwise identified throughout the course of the Project. The State Project Manager has the following responsibilities:

- Plan and conduct a kick-off meeting with assistance from the Wescom team;
- Assist the Wescom Project Manager in the development of a detailed Work Plan;
- Identify and secure the State Project Team members in accordance with the Work Plan;
- Define roles and responsibilities of all State Project Team members assigned to the Project;
- Identify and secure access to additional State end-user staff as needed to support specific areas of knowledge if and when required to perform certain Implementation tasks;
- Communicate issues to State management as necessary to secure resolution of any matter that cannot be addressed at the Project level;
- Inform the Wescom Project Manager of any urgent issues if and when they arise; and
- Assist the Wescom team staff to obtain requested information if and when required to perform certain Project tasks.

2) State Subject Matter Expert(s) (SME)

The role of the State SME is to assist application teams with an understanding of the State's current business practices and processes, provide agency knowledge, and participate in the Implementation. Responsibilities of the SME include the following:

- Be the key user and contact for their Agency or Department;
- Attend Project Team training and acquire in-depth functional knowledge of the relevant applications;
- Assist in validating and documenting user requirements, as needed;
- Assist in mapping business requirements;
- Assist in constructing test scripts and data;
- Assist in system, integration, and Acceptance Testing;
- Assist in performing conversion and integration testing and data verification;
- Attend Project meetings when requested; and
- Assist in training end users in the use of the Wescom Software Solution and the business processes the application supports.

3) State Technical Lead

**NEW HAMPSHIRE VETERAN'S HOME
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PART 3
EXHIBIT I - WORK PLAN**

The State's Technical Lead reports to the State's Project Manager and is responsible for leading and managing the State's technical tasks. Responsibilities include:

- Attend technical training as necessary to support the Project;
 - Assist the State and Wescom Team Project Managers to establish the detailed Work Plan;
 - Manage the day-to-day activities of the State's technical resources assigned to the Project;
 - Work with State IT management to obtain State technical resources in accordance with the Work Plan;
- Work in partnership with Wescom and lead the State technical staff's efforts in documenting the technical operational procedures and processes for the Project. This is a Wescom Deliverable and it will be expected that Wescom will lead the overall effort with support and assistance from the State.

3. CONVERSIONS

Conversions will be identified as part of the project planning.

4. INTERFACES

Software interfaces are required under this contract as specified in Exhibit H..

5. PRELIMINARY WORK PLAN

The following Table 7.1 provides the preliminary agreed upon Work Plan for the Contract.

Table 7.1: High Level Preliminary NH Project Plan

Task Name	Duration	Start	Finish
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**NEW HAMPSHIRE VETERAN'S HOME
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PART 3
EXHIBIT J - SOFTWARE LICENSE**

1. LICENSE GRANT

Not applicable, in this subscription service. Wescom shall provide the State access to the software throughout the Term of the Contract.

**NEW HAMPSHIRE VETERAN'S HOME
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PART 3
EXHIBIT K - WARRANTIES**

1. WARRANTIES

1.1 Services

Wescom warrants that all Services to be provided under the Contract will be provided expediently, in a professional manner, in accordance with industry standards and that Services will comply with performance standards, Specifications, and terms of the Contract.

1.2 Non-Infringement

Wescom warrants that it has good title to, or the right to allow the State to use, all Services, equipment, and Software ("Material") provided under this Contract, and that such Services, equipment, and Software do not violate or infringe any patent, trademark, copyright, trade name or other intellectual property rights or misappropriate a trade secret of any third party.

1.3 Viruses; Destructive Programming

Wescom warrants that the Software shall not contain any viruses, destructive programming, or mechanisms designed to disrupt the performance of the Software in accordance with the Specifications.

1.4 Compatibility

Wescom warrants that all System components, including but not limited to the components provided, including any replacement or upgraded System Software components provided by Wescom to correct Deficiencies or as an Enhancement, shall operate with the rest of the System without loss of any functionality.

1.5 Personnel

Wescom warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

1.6 Breach of Data

The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) including but not limited to notification and any damages assessed by the courts.

2. WARRANTY TERM

The Warranty Term shall extend through the duration of the Contract and any extension, with the exception of the Warranty for Infringement, which shall survive the termination of this Agreement.

**NEW HAMPSHIRE VETERAN'S HOME
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PART 3
EXHIBIT L - TRAINING**

Wescom shall provide the following Training Services.

1. Delivery Method -Instructor-Led Class Training

This method shall build the in-depth knowledge and hands-on experience the State staff, educators will need to succeed in their job role with the Wescom Solution. Users may participate in on line training as needed for no additional cost. Additional training may be held on site as needed through agreed upon delivery methods during onsite visits scheduled through mutual consent up to the allowed limit in Exhibit B.

**NEW HAMPSHIRE VETERAN'S HOME
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PART 3
EXHIBIT L - TRAINING**

- A. Wescom Certificate of Vote/Authority**
- B. Wescom Certificate of Good Standing**
- C. Wescom Certificate of Insurance**
- D. Contract Attachments**
 - Attachment 1:** Wescom Subscription Service Agreement
 - Attachment 2** – Quote #33556
 - Attachment 3** – Quote #33667
 - Attachment 4** – Quote #33775
 - Attachment 5** – Requirements

GENERAL SYSTEM REQUIREMENTS - PROJECT MANAGEMENT

State Requirements		Priority/Level (M.O.R.)	
Requirement Description			
PROJECT MANAGEMENT			
PM-7.1	Vendor shall participate in an initial kick-off meeting to initiate the Project.	M	Y
PM-7.2	Vendor shall provide Project Staff as specified in the RFP.	M	Y
PM-7.3	Vendor shall submit a finalized Work Plan within fourteen (14) days after Contract award and approval by Governor and Council. The Work Plan shall include, without limitation, a detailed description of the Schedule, tasks, Deliverables, critical events, task dependencies, and payment Schedule. The plan shall be updated no less than every two weeks.	M	Y
PM-7.4	Vendor shall provide detailed bi-weekly status reports on the progress of the Project, which will include expenses incurred year to date.	M	Y
PM-7.5	All user, technical, and System Documentation as well as Project Schedules, plans, status reports, and correspondence must be maintained as project documentation. on-Line, in a searchable PDF format	M	Y
Total Requirements		5	
Total Project Management Requirements		5	



GENERAL SYSTEM REQUIREMENTS - SUPPORT & MAINTENANCE REQUIREMENTS

State Requirements		Priority Level (Major)	
Requirement Number	Requirement Description		
SUPPORT & MAINTENANCE REQUIREMENTS			
SMR-6.1	The Vendor's System support and maintenance shall start on the Effective Date and extend through the end of the contract term, and any extensions thereof.	M	Y
SMR-6.2	Maintain the software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Y
SMR-6.3	Repair or replace the software, or any portion thereof, so that the system operates in accordance with the specifications, terms, and requirements of the contract.	M	Y
SMR-6.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 9:00 am to 5:00pm- Monday thru Friday EST.	M	Y
SMR-6.5	The Vendor response time for support shall conform to the specific deficiency class as described in SLA-5.5 and 5.6	M	Y
SMR-6.6	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y
SMR-6.7	The Vendor shall make available to the State the latest program updates, general maintenance releases, selected functionality releases, patches, and documentation that are generally offered to its customers, at no additional cost.	M	Y
SMR-6.8	For all maintenance service calls, The Vendor shall ensure the following information will be collected and maintained: 1) nature of the deficiency; 2) current status of the Deficiency; 3) action plans, dates, and times; 4) expected and actual completion time; 5) deficiency resolution information, 6) Resolved by, 7) Identifying number i.e. work order number, 8) Issue identified by;	M	Y
SMR-6.9	The Vendor must work with the State to identify and troubleshoot potentially large-scale System failures or Deficiencies by collecting the following information: 1) mean time between reported Deficiencies with the Software; 2) diagnosis of the root cause of the problem; and 3) Identification of repeat calls or repeat Software problems.	M	Y
Total Requirements		9	

Software maintained by PCC



ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

GENERAL SYSTEM REQUIREMENTS - SUPPORT & MAINTENANCE REQUIREMENTS				
State Requirements				
Req#	Requirement Description	Priority/Level (M/O)		
Total Support & Maintenance Requirements		9		

Wescom Initials AP

GENERAL SYSTEM REQUIREMENTS - HOSTING-CLOUD REQUIREMENTS

State Requirements		Priority Level (M or G)	
Req. #	Requirement Description		
OPERATIONS			
O-5.1	System must be hosted by the Vendor	M	Y
O-5.2	Vendor shall maintain a secure hosting environment providing all necessary hardware, software, to manage the application and support users with permission based logins.	M	Y
O-5.3	State access will be via VPN or Internet Browser	M	Y
O-5.4	The State will be responsible for equipment, labor, and /or services necessary to set-up and maintain the internet connectivity at the State and/or other third party sites.	M	Y
O-5.5	Vendor will not be responsible for network connection issues, problems or conditions arising from or related to circumstances outside the control of the Vendor, ex: bandwidth, network outages and /or any other conditions arising on the State's internal network or, more generally, outside the Vendor's firewall or any issues that are the responsibility of the State Internet Service Provider.	M	Y
O-5.6	Vendor shall provide a secure Class A Data Center providing equipment (including dedicated servers), an on-site 24/7 system operator, managed firewall services, and managed backup services.	M	Y
O-5.7	Data Center Air Conditioning – used to control temperature and humidity in the Data Center. Temperature ranges shall be between 68 and 75 °F.	M	Y
O-5.8	Data Center Humidity shall be non-condensing and be maintained between 40-55% with a maximum dew point of 62 °F.	M	Y
O-5.9	Data Center Backup Power – uninterruptible power supplies shall be sized to sustain computer systems and associated components for, at a minimum, the amount of time it takes for a backup generator to take over providing power. Where possible, servers shall contain redundant power supplies connected to commercial power via separate feeds.	M	Y
O-5.10	Data Center Generator – shall be sufficient to sustain computer systems and associated components for, at a minimum, the amount of time it takes for commercial power to return. Fuel tanks shall be large enough to support the generator at -full load for a period not less than 1 ½ days of operation.	M	Y
O-5.11	Data Center Floor – A raised floor is required for more uniform air circulation in the form of a plenum for cold air as well as to provide space for power cabling and wetness monitoring.	M	Y

Tier 3 data center

GENERAL SYSTEM REQUIREMENTS - HOSTING-CLOUD REQUIREMENTS

State Requirements		Requirement Description		Priority level (M or Q)		
Req #						
O-5.12		Data Center Fire Protection System – fire detectors in conjunction with suppression gaseous systems must be installed to reduce the risk of loss due to fire.	M	Y		Tier 3 data center
O-5.13		The Data Center must be physically secured – restricted access to the site to personnel with controls such as biometric, badge, and others security solutions. Policies for granting access must be in place and followed. Access shall only be granted to those with a need to perform tasks in the Data Center.	M	Y		
O-5.14		Vendor must monitor the application and all servers.	M	Y		
O-5.15		Vendor shall manage the databases and services on all servers located at the Vendor's facility.	M	Y		
O-5.16		Vendor shall install and update all server patches, updates, and other utilities within 30 days of release from the manufacturer.	M	Y		Updates are uploaded depending on the criticality of the patch and customer disruption
O-5.17		Vendor shall monitor System, security, and application logs.	M	Y		
O-5.18		Vendor shall manage daily backups, off-site data storage, and restore operations.	M	Y		
O-5.19		The Vendor shall monitor physical hardware.	M	Y		PCC hardware only
Total Requirements			19			
DISASTER RECOVERY						
DR-5.1		Vendor shall have documented disaster recovery plans that address the recovery of lost State data as well as their own. Systems shall be architected to meet the defined recovery needs.	M	Y		
DR-5.2		The disaster recovery plan shall identify appropriate methods for procuring additional hardware in the event of a component failure. In most instances, systems shall offer a level of redundancy so the loss of a drive or power supply will not be sufficient to terminate services however, these failed components will have to be replaced	M	Y		
DR-5.3		Vendor shall adhere to a defined and documented back-up schedule and procedure.	M	Y		see ssae 16 audit
DR-5.4		Back-up copies of data are made for the purpose of facilitating a restore of the data in the event of data loss or System failure.	M	Y		

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GENERAL SYSTEM REQUIREMENTS - HOSTING-CLOUD REQUIREMENTS

State Requirements		Comments	
Req #	Requirement Description	Priority/Level (M or O)	
DR-5.5	Scheduled backups of all servers must be completed regularly. At a minimum, servers shall be backed up nightly, with one daily, one weekly, and one monthly backup stored in a secure location to assure data recovery in the event of disaster.	M	Y
DR-5.6	The minimum acceptable frequency is differential backup daily, and complete backup weekly.	M	Y
DR-5.7	Tapes or other back-up media tapes must be securely transferred from the site to another secure location to avoid complete data loss with the loss of a facility.	M	Y
Total Requirements		7	
NETWORK ARCHITECTURE			
NA-5.1	The Vendor must operate hosting Services on a network offering adequate performance to meet the business requirements for the State application. For the purpose of this RFP, adequate performance is defined as 99.9% uptime, exclusive of the regularly scheduled maintenance window.	M	Y
NA-5.2	The Vendor shall provide network redundancy deemed adequate by the State by assuring redundant connections provided by multiple Internet Vendors, so that a failure of one Internet connection will not interrupt access to the State application.	M	Y
NA-5.3	Where redundant connections are not provided, then the Internet Vendor who provides the Internet service to the Vendor must have their service supplied by a provider(s) that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's Service.	M	Y
NA-5.4	The Vendor's network architecture must include redundancy of routers and switches in the Data Center.	M	Y
Total Requirements		4	
HOSTING SECURITY			
HS-5.1	The Vendor shall employ security measures ensure that the State's application and data is protected.	M	Y
HS-5.2	If State data is hosted on multiple servers, data exchanges between and among servers must be encrypted.	M	Y
HS-5.3	All servers and devices must have currently-supported and hardened operating systems, the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The environment, as a whole, shall have aggressive intrusion-detection and firewall protection.	M	Y

GENERAL SYSTEM REQUIREMENTS - HOSTING-CLOUD REQUIREMENTS

State Requirements				
Req #	Requirement Description	Priority/Level (M or O)	Compliance	Comments
HS-5.4	All components of the infrastructure shall be reviewed and tested to ensure they protect the State's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide confidentiality, integrity and availability.	M	Y	We do not house state's hardware. Vendors equipment complies.
HS-5.5	In the development or maintenance of any code, the Vendor shall ensure that the Software is independently verified and validated using a methodology determined appropriate by the State. All software and hardware shall be free of malicious code.	M	Y	Our regression tests validate all new release
HS-5.6	The Vendor shall notify the HIPAA privacy and Security Officer at the New Hampshire Veterans Home of any security breaches per state and federal law.	M	Y	
HS-5.7	The Vendor shall ensure its complete cooperation with the State's Chief Information Officer in the detection of any security vulnerability of the Vendor' hosting infrastructure and/or the application.	M	Y	
HS-5.8	The Vendor shall be solely liable for costs associated with any breach of State data housed at their location(s) if Vendor is found to be solely accountable for the breach including but not limited to notification and any damages assessed by the courts.	M	Y	
HS-5.9	The Vendor shall authorize the State to perform scheduled and random security audits, including vulnerability assessments, of the Vendor' hosting infrastructure and/or the application upon request.	M	N	Vendor will provide the State results of regularly scheduled security audits performed by 3rd Party
HS-5.10	The Vendor shall provide fire detection and suppression system, physical security of and infrastructure security of the proposed hosting facility. The environmental support equipment of the Vendor website hosting facility: power conditioning; HVAC; UPS; generator must be acceptable to the State.	M	Y	
Total Requirements		10		
SERVICE LEVEL AGREEMENT				
SLA-5.1	The Vendor's System support and maintenance shall commence upon the Effective Date and extend through the end of the Contract term, and any extensions thereof.	M	Y	
SLA-5.2	Maintain the hardware and Software in accordance with the Specifications, terms, and requirements of the Contract, including providing, upgrades and fixes as required.	M	Y	



GENERAL SYSTEM REQUIREMENTS - HOSTING-CLOUD REQUIREMENTS

State Requirements			
Req #	Requirement Description	Priority Level (M or O)	Comments
SLA-5.3	Repair or replace the hardware or Software, or any portion thereof, so that the System operates in accordance with the Specifications, terms, and requirements of the Contract.	M	Y
SLA-5.4	The State shall have unlimited access, via phone or Email, to the Vendor technical support staff between the hours of 8:30am to 5:00pm- Monday thru Friday EST.	M	Y
SLA-5.5	The Vendor response time for support shall conform to the specific deficiency class as described in the Schedule 3, Service Level Agreement, from PointClickCare.com Subscription Service Agreement	M	Y
SLA-5.6	The hosting server for the State shall be available twenty-four (24) hours a day, 7 days a week except for during scheduled maintenance.	M	Y
SLA-5.7	The Vendor will guide the State with possible solutions to resolve issues to maintain a fully functioning, hosted System.	M	Y
SLA-5.8	A regularly scheduled maintenance window shall be identified (such as weekly, monthly, or quarterly) at which time all relevant server patches and application upgrades shall be applied.	M	Y
SLA-5.9	The Vendor shall maintain a record of the activities related to repair or maintenance activities performed for the State and shall report quarterly on the following: Server up-time; All change requests implemented, including operating system patches; All critical outages reported including actual issue and resolution; Number of deficiencies reported by class with initial response time as well as time to close.	M	Y
	Total Requirements	9	
	Total Hosting-Cloud Requirements	49	

PCC maintains records and report the information on a monthly basis across the infrastructure - not by state and not specific to an individual customer

ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

GENERAL SYSTEM REQUIREMENTS - BUSINESS REQUIREMENTS

The system should be able to track and maintain the following resident information related to Preadmission Requirements:

<p>Ability to collect the following data types:</p> <p>First Name</p> <p>Middle Name</p> <p>Last Name</p> <p>Maiden Name</p> <p>Suffix</p> <p>Alias Name(s)/Nickname(s)</p> <p>Social Security Number</p> <p>Address</p> <p>City</p> <p>State</p> <p>Zip code</p> <p>County</p> <p>Primary Phone Number</p> <p>Date of Birth</p> <p>Patient Photo</p> <p>Place of Birth</p> <p>Mother's Maiden Name</p> <p>Marital / Civil Union Status</p> <p>Gender</p> <p>Ethnicity</p> <p>Primary language spoken</p> <p>Religion</p> <p>Education</p> <p>Previous Occupation</p> <p>Advanced Directives</p> <p>Guardianship/Power of Attorney information</p> <p>Military history, including branch, war, date of enlistment, date of discharge</p>		<p>M</p> <p>Y</p>	
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PR - 1.1

M

Y

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ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

System Requirements		Priority Level (M or O)	
Requirement Description			
PR - 1.2	Service discharge information, including place of enlistment, place of discharge, type of discharge	O	M
			You can add in a custom field
PR - 1.3	Referral Source	M	Y
PR - 1.4	First person to contact including relationship, home phone, work phone, cell/other phone and email.	M	Y
PR - 1.5	Second person to contact including relationship, home phone, work phone, and cell/other phone, and email	M	Y
PR - 1.6	Person responsible for account and/or Financial POA including relationship, home phone, work phone cell/other phone and email	M	Y
PR - 1.7	Ability to add more than 2 Contact persons information if needed	O	Y
PR - 1.8	Medicare Number (A,B, C, and D)	M	Y
PR - 1.9	Primary, secondary and other insurance plan information including name, address, telephone number	M	Y
PR - 1.10	Admission Diagnosis information	M	Y
PR - 1.11	All data entered during pre-admissions, admissions shall automatically populate all relevant areas of the system.	M	Y
PR - 1.12	Ability to scan paper pre-admission clinical documentation into the Medical Record	M	Y
Total Requirements		12	
<i>The system should be able to track and maintain the following resident information and functions related to Admission and Census Requirements:</i>			
CE - 1.1	Ability to admit, transfer, and discharge a resident	M	Y
CE - 1.2	A unique medical record number is generated for each new resident admitted	M	Y
CE - 1.3	Able to generate a printed face sheet including demographic and user defined information	M	Y
CE - 1.4	Able to include resident photos in the system to be used in multiple places (e.g., face sheet, MARs).	M	Y
CE - 1.5	The system can track resident admissions and discharges including the date and type of admission or discharge	M	Y

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ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements		Priority Level (M/O/G)		Comments	
Req #	Requirement Description				
CE - 1.6	Room/Bed Number	M	Y		
CE - 1.7	Allergies information	M	Y		
CE - 1.8	Primary Care Physician information including name, phone number, pager number, cell number, fax sheet, address and email.	M	Y		
CE - 1.9	Ability to create a standardized Problem List including ICD 9 (or 10) codes	M	Y		
CE - 1.10	Ability to prevent duplicate records from being generated such as a resident entered twice	M	Y		
CE - 1.11	Ability to readmit a resident and being able to pull resident demographic information from previous admission	M	Y	System will pull resident demographics data. New clinical info will need to be entered, ie..dx, etc..	
CE - 1.12	Able to assign resident medical record as active or inactive	M	Y		
CE - 1.13	The system allows a user to create and print a VA 10-10EZ form (application for health benefits).	O	N	Forms may be scanned and stored in the resident's clinical chart	
CE - 1.14	The system allows a user to create and print a VA 10-10SH form.	O	N	Forms may be scanned and stored in the resident's clinical chart	
CE - 1.15	The system allows a user to electronically and securely (encrypted) submit a VA 10-10EZ form (application for health benefits).	O	N	Forms may be scanned and stored in the resident's clinical chart	
CE - 1.16	The system can generate custom census reports (e.g. payer source, total census, discharge, length of stay, average length of stay).	M	Y		
CE - 1.17	Ability to track real-time census.	M	Y		
CE - 1.18	Ability to create and store a psycho-social assessment, admission physical, and various other customizable admission assessments.	M	Y	User can use one of our User Defined Assessments or create one	
CE - 1.19	Ability to create a Discharge Summary Form that has input from various disciplines.	M	Y		

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ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements		Priority Level (M,O,U)	
Req. #	Requirement Description		
CE - 1.20	The system is able to store discharge information required, including physician orders, referrals, medication lists, and clinical summaries	M	Y
CE - 1.21	The system is able to store electronic signatures for all users	M	Y
CE - 1.22	The system is able to change a resident's status, such as active, inactive, bed hold, etc.	M	Y
CE - 1.23	The system is able to store documentation to support transfers to the hospital.	M	Y
CE - 1.24	The system is able to produce a veteran-specific census report that can be electronically submitted to the VA.	O	Y
Total Requirements		24	

The system should be able to perform the following functions related to Electronic Medical Records:

Set-Up and Chart Administration

CA - 1.1	Ability to customize homepage based on user preference	O	Y	Via their dashboard
CA - 1.2	The system has a task list capability which provides a user with an organized list of actions they must take. For example, labs they must review and sign off on	M	Y	
CA - 1.3	Ability for users to send tasks to one another. For example, a nurse telling another nurse to check on resident status on following shift.	O	Y	
CA - 1.4	Ability to search for a diagnosis by name, ICD-9 (or 10) code, or partial keyword search	M	Y	
CA - 1.5	Ability to create a list of common resident problems/diagnoses (ICD-9 (or 10) code) for all of NHVH or for a specific provider.	M	Y	
CA - 1.6	Ability to scan paper clinical documentation into the chart and index into the appropriate section of the EMR	M	Y	
CA - 1.7	Ability to update EMR in real-time	M	Y	
CA - 1.8	Able to allow multiple users in the same record at the same time and prevent any data integrity issues.	M	Y	
CA - 1.9	Ability to append/correct signed notes and documentation with appropriate user access restrictions and co-signatures	M	Y	
CA - 1.10	Audit trail capability for changes made within a resident chart (e.g., name, date, time).	M	Y	

ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements		Priority Level (Major)	
Req ID	Requirement Description		
CA - 1.11	Ability to restrict confidential information within the chart such as psychotherapy notes.	M	Y
CA - 1.12	Able to search for residents by Resident ID number, First Name, Last Name, Social Security Number, Date of Birth, or a combination of each	M	Y
CA - 1.13	Charting can be completed through both narrative and template methods.	M	Y
CA - 1.14	Ability to close the clinical chart when a resident is discharged.	M	Y
CA - 1.15	The system is able to reopen prior clinical chart for readmissions with appropriate user access restrictions.	M	Y
CA - 1.16	Clinical chart information cannot be altered when a clinical chart is closed.	M	Y
CA - 1.17	System can warn user(s) of incomplete and unsigned documentation prior to closing the chart.	M	Y
Total Requirements		17	
Assessments			
A-1.1	Assessment tools can be maintained by New Hampshire Veterans Home for the development and editing of assessments	M	Y
A-1.2	User defined assessments can be developed with a minimal amount of technical knowledge	M	Y
A-1.3	The system has a library of assessments that can be used and modified further by NHVH.	M	Y
A-1.4	Information captured by assessments including user defined are integrated with the MDS process eliminating duplicate data entry.	M	Y
A-1.5	All data captured on assessments can be included in reports	M	Y
A-1.6	Ability to complete and document skin assessments.	M	Y
A-1.7	Ability to complete and document pain assessments.	M	Y
A-1.8	Ability to complete and document wound assessments.	M	Y



ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements			
Requirement ID	Requirement Description	Priority Level (M or Y)	
A-1.9	<p>Ability to complete and document risk assessments including but not limited to:</p> <ul style="list-style-type: none"> - Falls - Skin - Weight Change - Elopement - Side Rails - Restraints - Depression - Suicide - Behaviors <p>Mental Status</p>	M	Y
A-1.10	<p>Ability to complete and document event assessments including but not limited to:</p> <ul style="list-style-type: none"> - Medication events - Sentinel events - Fall incidents - Resident to Resident events 	M	Y
A-1.11	The system has the ability to automatically, or by user initiation, notify the appropriate user(s) regarding documented events.	M	Y
A-1.12	Event notification routing can be configured to define who is notified for which type of events.	M	Y
A-1.13	System has a tickler system that can alert people to assessments that are due or past due.	M	Y
A-1.14	Alerts for when an MDS is due appear 10 days before the due date.	M	Y
A-1.15	Information can be pulled into an assessment and modified further so that information does not need to be entered twice.	M	Y
A-1.16	The system can be set up with assessment defaults to define which information is <i>automatically</i> pulled into an assessment and which information <i>must be selected</i> to be pulled into the assessment.	M	Y
A-1.17	System has the ability to sum and score assessments.	M	Y
A-1.18	System has the ability to report on the status of assessments including the progress and percentage of completion.	M	Y



ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements		Priority Level (M or O)		
Requirement	Requirement Description			
A-1.19	Assessments can be electronically signed and locked by the clinician.	M	Y	
A-1.20	System can be configured to prevent incomplete MDS data from being electronically submitted	O	Y	
A-1.21	Assessments in an active chart can be corrected after they are signed and locked by users with appropriate access levels.	M	Y	
A-1.22	Ability to configure assessment alerts and workflows to meet NHVH's needs, such as an LNA alerting the nurse of a resident change.	M	Y	
Total Requirements		22		
Charting				
CH-1.1	Ability to have a repository where the most recent drug guide, most recent Tabors, and other relative reference documents can be stored.	O	Y	
CH-1.2	Ability to switch from one resident record to another.	M	Y	
CH-1.3	Ability to view prior clinical notes from previous resident stays.	M	Y	
CH-1.4	Ability to navigate between different sections of a residents electronic chart without having to back out, find the resident, and enter information again.	M	Y	
CH-1.5	Ability to display medication history for a resident.	M	Y	
CH-1.6	Ability to view and print a current/active medication list within the chart.	M	Y	
CH-1.7	Ability to create customized treatment plan for resident / MDS related and episodic	M	Y	
CH-1.8	Ability to easily capture resident vital signs, including but not limited to blood pressure, respiration, pulse, oxygen saturation, temperature.	M	Y	
CH-1.9	System has the capability to track and trend resident height, weight, and BMI.	O	Y	Cannot track/trend BMI
CH-1.10	Able to track and chart resident weight and calculate weight loss and percentage of weight loss.	M	Y	
CH-1.11	Able to alert appropriate user(s) for weight changes.	M	Y	
CH-1.12	Historical vital signs can be viewed and graphed.	M	Y	
CH-1.13	Resident vitals can be specified and warnings are provided if over or under a specific value. For example, outside of normal ranges.	M	Y	

ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements		Priority Level (Major or Minor)	
Requirement ID	Requirement Description		
CH-1.14	System can track and trend blood glucose levels.	M	Y
CH-1.15	Able to import vital signs, weights, blood glucose levels from measurement devices.	O	Y
CH-1.16	The system can provide a warning when an order is placed/edited/or discontinued to a clinician that changes to a resident care plan are needed.	M	Y
CH-1.17	The system can provide a warning that a change to the care plan is needed when there is a significant change in the resident.	M	Y
CH-1.18	The system is able to use a default progress note format or user defined progress note formats.	M	Y
CH-1.19	Can search, sort, and filter clinical documentation by either date, unit, provider, resident, or combination.	M	Y
CH-1.20	The system maintains a history of resolved problems and interventions for each resident.	M	Y
CH-1.21	System has ability to use anatomical drawing and diagrams to chart the location, size, and attributes of an observation. For example, noting the location and size of a wound.	M	Y
CH-1.22	Ability to flag nurse/doctor when signatures are required.	M	Y
CH-1.23	Alerts created when notes are incomplete.	M	Y
CH-1.24	System prevents user from navigating away from current screen until all required fields are completed.	O	Y
CH-1.25	Able to input resident dietary profiles (e.g., liquids, solids).	M	Y
CH-1.26	Able to chart and track infection information.	M	Y
CH-1.27	Able to chart and document a Discus Assessment.	M	M
Total Requirements		27	
Physician Orders			
OR - 1.1	Ability to support Computerized Provider Order Entry (CPOE).	M	Y
OR - 1.2	System is able to alert providers to drug-drug drug allergy, drug condition, drug side effects and drug-food interactions.	M	Y
OR - 1.3	System is able to alert providers of duplication of therapy as well as duplicate orders	M	Y

Through some devices like Nurse Rosie

Can create UDA to accomplish this. Facility is taught during training how to created UDAs

ie.. POC abd eMAR

AP

ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements		Priority Level (M,O,P)		Comments	
Requirement	Requirement Description				
OR - 1.4	System is able to use one or more formularies.	M	Y		
OR - 1.5	System allows for user defined formulary set up.	M	Y		
OR - 1.6	Can assign a priority level to the order. For example, STAT, urgent, standard, etc.	M	Y		
OR - 1.7	Allows for free-text comments to be added to an order.	O	Y		
OR - 1.8	Orders are routed to the pharmacy and to appropriate system users automatically.	M	Y		
OR - 1.9	When entering a medication order the user is able to define a time schedule of medication administration. For example, at 8a.m., 2p.m and 9p.m.	M	Y		
OR - 1.10	Ability to support multiple electronic signatures on medication orders when required.	M	Y		
OR - 1.11	Maintain a history of all orders including active, discontinued and historical orders.	M	Y		
OR - 1.12	If NHVH has a readmission, NHVH clinicians have the ability to view prior medications.	M	Y		
OR - 1.13	The system is able to warn for reorders that are due or past due.	M	Y		
OR - 1.14	The system can support the entry of a telephone order by a clinician and require electronic signature by the physician.	M	Y		
OR - 1.15	System has configurable order routing and workflow. For example, a physician places an order for medication change and the nurse is notified of the change, the MAR is updated, and the Pharmacy is alerted.	M	Y	Nurse will need to send the order to the pharmacy	
OR - 1.16	After the pharmacy fills the medication it is directly auto-filled in the MAR with the ability for the nurse to double check that the medication is correct.	M	Y	All meds are scanned into the software upon receipt from the pharmacy	
OR - 1.17	Able to input dietary orders including texture modification and adaptive equipment and alert appropriate user(s) based on NHVH's clinical routing rules.	M	Y	When using PCC Tray Card application	
OR - 1.18	Alerts for dietary restrictions or a change in diet order are routed to dietician.	M	Y		

ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements				Comments	
Req. #	Requirement Description	Priority Level (M or O)			
OR - 1.19	The system is able to use alerts including but not limited to color indicators, icon, or narrative description to show dietary restrictions by resident.	M	Y		
OR - 1.20	Able to input therapy orders including modality, frequency, duration, and narrative description.	M	Y		
OR - 1.21	Able to create alerts for therapy restrictions or a change in therapy orders.	M	Y		
OR - 1.22	Able to search for a medication by name, NDC code, or key word search.	M	Y		
OR - 1.23	Ability to order Narcotics and controlled substances per regulatory requirements.	M	Y	Will need to follow DEA guidelines when ordering controlled substances	
OR - 1.24	Past medical history is in a presentation that is easy to view	M	Y		
OR - 1.25	Physician Order Entry System system interfaces with Pharmacy Information System	M	Y		
OR - 1.26	All Medication orders must include a specific diagnosis for the medication	M	Y		
OR - 1.27	Ability to print orders when necessary, ie: for outside consulting appointment	M	Y		
OR - 1.28	System allows for Medication and Literal order entries (non-medication)	M	Y		
OR - 1.29	Medication Orders are available on Medication Administration Record when ordered,	M	Y		
OR - 1.30	Orders awaiting approval are flagged pending pharmacy approval	M	Y		
OR - 1.31	Physician has ability to only order medications on NHVH formulary unless prior authorization has been obtained	M	Y		
OR - 1.32	Physicians have ability to enter orders from outside of the facility via secure web portal	M	Y		
Total Requirements		32			
Medication Administration and Treatments					

ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements		Priority Level (M or O)	
Req. #	Requirement Description		
MAR - 1.1	System provides the capability to electronically document medications and treatments as they are administered.	M	Y
MAR - 1.2	Ability to support the use of bar code scanning for medication administration	O	N
MAR - 1.3	Ability to document in the eMAR reasons why a medication was held or not given.	M	Y
MAR - 1.4	Able to configure the system with a linked MAR and TAR so that the appropriate action is taken in conjunction with the med administration. For example, taking the pulse prior to giving a med.	M	Y
MAR - 1.5	eMAR is able to support PRN medications, including effectiveness	M	Y
MAR - 1.6	Able to alert if PRN medication effectiveness has not been documented.	M	Y
MAR - 1.7	System provides the ability to only display those medications that are currently scheduled for administration.	O	Y
MAR - 1.8	Able to customize the eMAR to support NHVH's specific medication pass.	M	Y
MAR - 1.9	System can support verifying the five rights: right medication, right dose, right resident, right time, right method.	M	Y
MAR - 1.10	System provides photo identification at the time of MAR/TAR administration.	M	Y
MAR - 1.11	Alert produced if medications have not been administered within NHVH's defined time parameters.	M	Y
MAR - 1.12	System has ability to create alerts and warnings to prevent medication errors from occurring.	M	Y
MAR - 1.13	The system has the ability to use color indicators in the eMAR/eTAR. For example, turning yellow after a short period of time beyond the administration time and turning red after a longer duration.	M	Y
MAR - 1.14	System is capable of printing the eMAR/eTAR for instances where a paper MAR or TAR is needed.	O	Y
MAR - 1.15	Able to document on the eTAR the action that was taken.	M	Y
MAR - 1.16	The eTAR allows for the use of both template and narrative documentation to be entered by the clinician.	M	Y

To be implemented in future version of software

WP

ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements		Priority Level (M or O)	
Requirement Description			
MAR - 1.17	Can provide alerts for allergies and diet restrictions at the point of medication administration.	M	Y
MAR - 1.18	Can provide resident preferences and guidance at the point of medication administration.	M	Y
MAR - 1.19	Ability to document the administration of narcotics and controlled substances.	M	Y
MAR - 1.20	Ability to document psychotropic medication reduction and effectiveness.	M	Y
Total Requirements Reporting, Query, Quality, and Metrics		20	In progress notes
REP - 1.1	MDS analytics (QA, QM) is included or is contracted with Vendor	M	Y
REP - 1.2	System supports real-time reporting capabilities.	M	Y
REP - 1.3	Ability to query clinical information. For example, find any resident with diabetes and hemoglobin A1c over a certain value.	M	Y
REP - 1.4	Ability to query demographic information, such as pulling a list of January birthdays.	M	Y
REP - 1.5	Ability to report resident changes in condition for a particular time frame (e.g., one week, one month).	M	Y
REP - 1.6	System has a clinical report writing tool that is intuitive and easy to use for a clinician.	M	Y
REP - 1.7	Able to develop clinical reports that use calculations. For example, averages, sums, totals.	M	Y
REP - 1.8	Clinical reports have drill down capability to the Resident level.	M	Y
REP - 1.9	System can show where incomplete chart documentation exists. For example, incomplete sections or unsigned notes.	M	Y
REP - 1.10	System can generate an report of incidents over a user defined period of time.	M	Y
REP - 1.11	Can print selected content from a Resident's Electronic Medical Record, with appropriate security and permissions.	M	Y

ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements		Priority Level (M or Q)	Comments
Requirement ID	Requirement Description		
REP - 1.12	Can save an entire copy or selected content from a Resident's Electronic Medical Record to electronic media with appropriate security and permissions and encryption.	M	Y
REP - 1.13	Ability to print resident labels.	M	Y
REP - 1.14	Ability to print mailing lists for residents and next of kin (birthday cards, Christmas gifts, etc.)	M	Y
REP - 1.15	Ability to track and report on Resident immunizations.	M	Y
REP - 1.16	System can track and report on when MDS assessments need to be completed and overdue reports	M	Y
REP - 1.17	System can generate all needed reports for surveys.	M	Y
REP - 1.18	The system is able to generate a dietary report including: - Allergies - Dietary Orders - Other relevant clinical information.	M	Y
REP - 1.19	Able to customize and set quality benchmarks for measurement.	M	Y
REP - 1.20	Able to graph and trend quality measures over a user-defined period of time.	M	Y
REP - 1.21	Quality reports have drill down capability.	M	Y
REP - 1.22	Able to drill down into quality measures for MDS 3.0 to the Resident level of detail.	M	Y
REP - 1.23	Ability to report on releases of Resident Information including who requested the information, the date it was provided, and the method that it was provided in.	M	Y
Total Requirements		23	
<i>The system should be able to perform the following functions related to MDS and Care Planning</i>			
MDS - 1.1	The system is able to integrate interviews completed at the point of care with the MDS.	M	Y
MDS - 1.2	Ability to look up when an interview was completed in the system.	M	Y



ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements		Priority Level (M, O, O)		Comments	
Req. ID	Requirement Description	Priority Level (M, O, O)			
MDS - 1.3	System is able to produce an accurate case mix history report by payor type, average case mix index, by facility, by unit, or in combination.	O	Y		
MDS - 1.4	The system is able to calculate and display the MDS score while it is being completed rather than only at the completion of the MDS process.	O	Y		
MDS - 1.5	The system has an updated RAI manual that can be referenced from the system.	M	Y		
MDS - 1.6	System is able to notify appropriate users when an ARD has been changed.	M	Y		
MDS - 1.7	The system automatically saves MDS information as a user moves from section to section.	M	Y		
MDS - 1.8	The system automatically saves MDS information to prevent lost data if the system goes down.	O	Y		
MDS - 1.9	The system can alert MDS Coordinator if there is a significant change triggered by the assessment.	M	Y		
MDS - 1.10	The system can pull up triggers for CAA (Carre Area Assessments) and allows the user to copy and paste information from one place to another.	M	Y		
MDS - 1.11	The system will pull over the to CAAs to Care Plan if the user selects to do so with electronic signature.	O	Y		
MDS - 1.12	Spell Check is included in CAA notes and Care plan	M	Y		
MDS - 1.13	Ability to print the MDS	M	Y		
MDS - 1.14	When printing the MDS the system has the ability only print what is completed, not blank information.	M	Y		
MDS - 1.15	The system allows a user to compare one MDS with another, or compare sections of the MDS with sections of another MDS.	O	Y		
MDS - 1.16	Ability to lock the MDS to a view only status.	M	Y		
MDS - 1.17	Ability to make a correction with appropriate user access.	M	Y		
MDS - 1.18	Ability to seal and unseal the record prior to submission with appropriate user access.	M	Y		
MDS - 1.19	System prevents users from sealing and submitting incomplete MDS data	M	Y		

AP

ATTACHMENT 5 GENERAL SYSTEM REQUIREMENTS PART 3 EXHIBIT H

State Requirements		Priority Level (M, O, Q)	
Req. ID	Requirement Description		
MDS - 1.20	Allows Clinicians to develop an individualized care plan for each resident.	M	Y
MDS - 1.21	Allows clinicians to use care plans from the care plan library or modify further to meet the specific needs of the resident.	M	Y
MDS - 1.22	The system allows for a user defined care plan library to be developed and maintained within the system.	M	Y
MDS - 1.23	Ability to assign interventions to various disciplines and route to specific user(s) who will document the completion of the intervention.	M	Y
MDS - 1.24	Ability to set time frames and measurable goals within the care plan.	M	Y
MDS - 1.25	Ability to have alerts generated when care plan timeframes are not met or are overdue.	M	Y
MDS - 1.26	Able to develop the care plan by pulling in data from other areas of the system, ie. MD Orders	O	Y
Total Requirements		26	
Total Overall Business Requirements		203	



GENERAL SYSTEM REQUIREMENTS - APPLICATION REQUIREMENTS

State Requirements		Priority Level (Major)		
Req. #	Requirement Description			
Data formats- compatibility				
DF-2.1	Ability to access data using open standards access drivers (please specify supported versions in the comments field).	M	Y	SaaS Browser Based Connection
DF-2.2	The database platform adheres to open standards.	M	Y	
DF-2.3	The Solution must comply with Open Standards as specified in RSA 21-R:10 and 21-R:13, including but not limited to Open Data Formats.	M	Y	SaaS model not applicable TXT File
DF-2.4	Web-based compatible and in conformance with the following W3C standards:XHTML 1.0,CSS 2.1, XML 1.0 (fourth edition)	M	Y	
DF-2.5	System must be HL7 compliant	M	Y	
DF-2.6	Compatible with all current browsers that are installed with the standard, default settings	M	Y	IE, Chrome, FireFox & Safari
DF-2.7	Browser functionality must not rely on Java, Javascript or Java Applets to work	O	Y	Java not required on Client Machine
DF-2.8	Personally identifiable information must be encrypted	M	Y	
DF-2.9	Data validation does not occur in the browser	M	Y	
DF-2.10	At a minimum, the System should support this client configuration: Pentium 4, 630/3.0GHz PC, Microsoft Windows 7 or higher, Internet Explorer 10 or higher, and 128 bit encryption.	M	Y	
DF-2.11	System has ability to flag data fields (user defined or standard) as mandatory and thus required during data entry.	O	Y	Depends on user configuration
DF-2.12	A MobilApp version of the System must be available that allows for real-time updates from smart phones and tablets.	O	Y	For practioners, POC and MDS
DF-2.13	System uses field level data integrity checks (e.g., numeric fields verify a number is entered, etc.).	O	Y	In certain areas of the application. SS#
DF-2.14	System has ability to provide online help that is connected to the relevant routine, field, or report the end-user is actively using.	O	Y	On-line help available but not connected to routine being actively used
Total Requirements		14		
Application Security				
AS-2.1	Verify the identity or authenticate all of the system client applications before allowing use of the system to prevent access to inappropriate or confidential data or services.	M	Y	
AS-2.2	Verify the identity or authenticate all of the system's human users before allowing them to use its capabilities to prevent access to inappropriate or confidential data or services.	M	Y	
AS-2.3	Enforce unique user names.	M	Y	

GENERAL SYSTEM REQUIREMENTS - APPLICATION REQUIREMENTS

State Requirements		Priority Level (M, or O)		Comments	
Req #	Requirement Description				
AS-2.4	Enforce all state office user complex passwords of ten characters or more in accordance with DoIT's statewide User Account and Password Policy	M	Y	User Defined	
AS-2.5	Enforce the use of complex passwords for general users using capital letters, numbers and special characters	M	Y		
AS-2.6	Encrypt passwords in transmission and at rest within the database.	M	Y	User Defined	
AS-2.7	Expire passwords after 90 days	M	Y	User Defined	
AS-2.8	Authorize users and client applications to prevent access to inappropriate or confidential data or services.	M	Y		
AS-2.9	Provide ability to limit the number of people that can grant or change authorizations	M	Y		
AS-2.10	Establish ability to enforce session timeouts during periods of inactivity.	M	Y		
AS-2.11	Ensure application has been tested and hardened to prevent critical application security flaws. (At a minimum, the application shall be tested against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project)	M	Y	Part of you standard QA testing	
AS-2.12	The application shall not store authentication credentials or sensitive Data in its code.	M	Y		
AS-2.13	Log all attempted accesses that fail identification, authentication and authorization requirements	M	Y		
AS-2.14	The application shall log all activities to a central server to prevent parties to application transactions from denying that they have taken place. The logs must be kept for 6 months	M	Y	PCC maintains log files.	
AS-2.15	The application must allow a user to explicitly terminate a session. No remnants of the prior session should then remain.	M	Y		
AS-2.16	Use only the Software and System Services designed for use	M	Y		
AS-2.17	The application Data shall be protected from unauthorized use when at rest	M	Y	User should log off	
AS-2.18	Keep any sensitive Data or communications private from unauthorized individuals and programs.	M	Y		
AS-2.19	Subsequent application enhancements or upgrades shall not remove or degrade security requirements	M	Y		
AS-2.20	Create change management documentation and procedures	M	Y		
AS-2.21	System has ability to maintain a directory of all personnel who currently use or access the system.	O	Y	Client is Responsible for user accounts	



GENERAL SYSTEM REQUIREMENTS - APPLICATION REQUIREMENTS

State Requirements			
Req #	Requirement Description	Priority Level (M or O)	
AS-2.22	System has ability to mask passwords as they are typed or entered onto the screen.	M	Y
AS-2.23	System has ability to limit consecutive failed log-in attempts.	M	Y
AS-2.24	System has the ability to log a user out after a defined length of inactivity.	M	Y
AS-2.25	System has ability to assign system privileges and security by user, group, home, or role.	M	Y
AS-2.26	System has ability to restrict specific users from viewing certain resident records or sections of records	M	Y
AS-2.27	System has ability to file, record and monitor security levels.	M	Y
AS-2.28	Able to configure a supervisor role within the system that only shows information that the supervisor needs.	M	Y
Total Requirements		28	
General and Technical Requirements:			
General System Requirements			
GS-2.1	The data to be converted/ migrated currently\ existing Minimum Data Set (MDS) software system for active residents only and consists of a maximum of 250 complete resident records..	M	Y
GS-2.2	Vendors must have a minimum of 5 years experience providing Long Term Health Care software solutions. The vendor must be capable of creating and executing a project implementation plan including installation, configuration, training, and post installation support including measures to test and verify successful deployment.	M	Y
GS-2.3	Vendor's long term health care software solutions must meet federal HIPAA And HITECH regulatory standards. Vendors must supply in writing that their product meets the specifications outlined in the HIPAA and HITECH rules	M	Y
GS-2.4	System has the ability to generate all standard reports in less than five minutes. Reports that will require more than this amount of time should be listed in the comments section with a description of the reason why so much time is required.	M	Y
			Unless report does not exist

AP

GENERAL SYSTEM REQUIREMENTS - APPLICATION REQUIREMENTS

Req #	Requirement Description	Priority Level (M or O)		
GS-2.5	System has ability to create custom reports from data stored in the database via third-party ad-hoc report writing tool (e.g. Crystal, etc.).	O	M	PCC has stored reports. Users can build their own reports.
GS-2.6	System has ability to support remote access to all modules via mobile devices over VPN or secure Web Browser and allows for realtime updates	M	Y	
GS-2.7	System uses one database that is accessed and used by all proposed software modules.	M	Y	
GS-2.8	System uses a relational database structure that is ODBC compliant.	M	Y	
GS-2.9	Master files have an active/inactive status to simplify the lookup screens.	M	Y	
GS-2.10	System has ability to accommodate multiple users to access data files at the same time without collision or file/record/field locking problems.	M	Y	
GS-2.11	System uses a centralized data dictionary, that fully describes table structure.	M	Y	
GS-2.12	System is able to export all reports into Excel without requiring further modification of formatting, labeling, or manual manipulation in Excel.	O	Y	Not all reports. More will have this ability in the future.
GS-2.13	The system will comply with Meaningful Use for LTC (when developed)	M	Y	
	Total Requirements	13		
	Document Imaging			
DI-2.1	System has an administrative tool for scanning non-electronic documents to be attached to EMR.	M	Y	
DI-2.2	System has ability to create customized security levels for document management.	M	Y	User defined
	Total Requirements	2		
	Audit Trails			

AP

GENERAL SYSTEM REQUIREMENTS - APPLICATION REQUIREMENTS

State Requirements				
Req #	Requirement Description	Priority Level (M, or O)		Comments
AT-2.1	System logs changes to data records maintained, including but not limited to: date, time, user, information prior to change and changed information. Audit logs must be stored centrally for non-repudiation issues.	M	Y	Change history is recorded in the DB on clinical documentation portion
AT-2.2	System has ability to track which medical records and what clinical information is accessed by which user, at what time and on what date for specified residents.	M	Y	Must come from PCC Support, additional fees apply.
AT-2.3	System has ability to track and report which resident records a specified user has accessed for a specified date range.	M	Y	Must come from PCC Support, additional fees apply.
Total Requirements		3		
User Interface				
UI-2.1	System uses Microsoft standards for shortcut keys and mouse clicks.	O	Y	
UI-2.2	System has sub-second screen response time for all application modules.	O	Y	with the exception of large historical reports
UI-2.3	System has ability to customize desktop layout uniquely for each user.	O	Y	In dashboard view
UI-2.4	System has ability to easily tab through sections within the EMR.	M	Y	In most screens
UI-2.5	System has ability for user to set their home page that will display when they log-in for the first time each day.	O	Y	
UI-2.6	Ability to use the 10 key to enter information.	M	Y	Compliance is provided through the browser interface
UI-2.7	Ability to navigate within the system with either the mouse or keyboard without restriction.	M	Y	
UI-2.8	Ability to navigate from field to field with the tab key.	M	Y	In most screens
UI-2.9	Ability for the user to change their own password	M	Y	
UI-2.10	System must be section 508 of the Rehabilitation Act compliant	M	Y	Compliance is provided through the browser interface
Total Requirements		10		
Interfaces				



GENERAL SYSTEM REQUIREMENTS - APPLICATION REQUIREMENTS

State Requirements		Priority/Level (M or O)			
Req #	Requirement Description				
IN 2.1	System has ability to interface with Third-party Lab companies.	O	Y		Through Liaison - clearing house
IN 2.2	Able to produce and accept nationally recognized interoperability standards including but not limited to: CCD and CCR.	O	Y		
	Total Requirements	2			
	Workflow				
WF-2.1	System has a work list/to-do list/task list for each user.	O	Y		
WF-2.2	System has user or NHVH-defined automatic routing of information.	M	Y		Depends on configuration
	Total Requirements	2			
	Data Collection/Retention				
DC-2.1	System has current ICD9 (Or 10) and CPT library with routine update. Vendors should state in the comment section the frequency of their updates.	M	Y		As necessary
DC-2.2	System has current NDC codes with routine updates. Vendors should state in the comment section the frequency of their updates.	M	Y		
DC-2.3	ICD9(10) updates should inactivate ICD9(10) codes for all future charting but not for existing charting still being referenced or used.	M	M		PCC will cover this when ICD 10 is applied
DC-2.4	Prevents the use of inactive ICD9(10) codes.	M	Y		
DC-2.5	System is ready for ICD10 diagnosis codes with descriptions.	M	Y		
DC-2.6	System maintains HCPC codes.	O	Y		
DC-2.7	Data must be saved for 5 years by Veterans Administration rules upon discharge or death. This data must remain available for retrieval for the same 5 years. Data older than 5 years can be destroyed.	M	Y		Upon request.
	Total Requirements	7			
	Total Application Software Requirements	81			

GENERAL SYSTEM REQUIREMENTS - HARDWARE REQUIREMENTS

State Requirements	
Requirement Description	Priority Level (None)

HARDWARE REQUIREMENTS**Hardware Specifications**

HD-3.1	System can be installed on desktop computers, notebook computers, and tablet computers	M	Y	
HD-3.2	System is capable of running on the Microsoft 7 or higher PC operating system	M	Y	
HD-3.3	System is compatible with bar code readers for medication administration - (future use)	O	Y	Barcoding used to scan orders into PCC upon delivery.
HD-3.4	System works with industry standard flat bed or sheet fed scanners and OCR software	M	Y	With no OCR capabilities
HD-3.5	System is compatible with standard touch screen monitors	O	Y	
Total Requirements		5		
Total Hardware Requirements		5		

GENERAL SYSTEM REQUIREMENTS - TESTING

State Requirements			
Requirement ID	Requirement Description	Priority Level (M, O, C)	
APPLICATION SECURITY TESTING			
AT-4.1	All components of the Software shall be reviewed and tested to ensure they protect the State's web site and its related Data assets.	M	Y
AT-4.2	The Vendor shall be responsible for security testing, as appropriate by a 3rd party. Tests shall focus on the technical, administrative and physical security controls that have been designed into the System architecture in order to provide the necessary confidentiality, integrity and availability.	M	Y
AT-4.3	Test for Identification and Authentication; supports obtaining information about those parties attempting to log onto a system or application for security purposes and the validation of users.	O	Y
AT-4.4	Test for Access Control; supports the management of permissions for logging onto a computer or network	O	Y
AT-4.5	Test for encryption; supports the encoding of data for security purposes	M	Y
AT-4.6	Test the Intrusion Detection; supports the detection of illegal entrance into a computer system	M	Y
AT-4.7	Test the Verification feature; supports the confirmation of authority to enter a computer system, application or network	M	Y
AT-4.8	Test Input Validation; ensures the application is protected from buffer overflow, cross-site scripting, SQL injection, and unauthorized access of files and/or directories on the server.	M	Y
AT-4.9	Prior to the System being moved into production, the Vendor shall provide results of all security testing to the Department of Information Technology for review and acceptance.	M	Y
Total Requirements		9	
STANDARD TESTING			
ST-4.1	The Vendor must perform application testing using an industry standard and State approved testing methodology.	M	Y
ST-4.2	The Vendor must perform application stress testing and tuning.	M	Y

GENERAL SYSTEM REQUIREMENTS - TESTING

State Requirements			
Req. ID	Requirement Description	Priority Level (M or O)	
ST-4.3	3rd party OWASP Penetration Testing with report delivered to State of New Hampshire	M	Y
Total Requirements		3	Provide sanitized copy of the report due to security reasons...See validation Letter
USER TRAINING			
UT-4.1	The Vendor must create training materials for users of the application for each User Role/Group	M	Y
UT-4.2	The Vendor must create on-line tutorials/training	M	Y
UT-4.3	The Vendor must perform knowledge transfer to Administrators so they can adequately perform system maintenance/administration functions.	M	Y
UT-4.4	The Vendor must perform onsite training prior to "go-live" for up to 20 staff.	M	Y
Total Requirements		4	
Total Testing & Training Requirements		16	